SUPREME COURT OF THE UNITED STATES.

786

No. 35.

JOSEPH S. CLARKE & RICHARD G. BRISCOE, APP'TS,

vs.

WILLIAM G. W. WHITE.

ON APPEAL FROM CIRCUIT COURT UNITED STATES FOR WASHINGTON COUNTY, D. C.

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DISTRICT OF COLUMBIA, *ss.*

The United States of America, to William G. W. White, greeting:

You are hereby cited, and admonished, to be and appear at a Supreme Court of the United States on the day of next, pursuant to an appeal from the decree of the circuit court of the district of Columbia, sitting as a court of equity for Washington county, in a cause wherein you are complainant, and Joseph S. Clarke and Richard G. Briscoe are defendants, why the said decree should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Witness, the Honorable William Cranch, chief judge of the said court of the district of Columbia, this 15th day of June, 1837.

W. CRANCH.

Service acknowledged.

JNO. MARBURY,
For the Appellee.

DISTRICT OF COLUMBIA, *ss.*

Stile of court.

At a circuit court of the district of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the fourth Monday of March, being the twenty-seventh day of the same month, in the year of our Lord eighteen hundred and thirty-seven, and of the independence of the United States the sixty-first.

Present: The Hon. William Cranch, chief judge; Buckner Thruston & James S. Morsell Asst. judges; Alexander Hunter, esquire, marshal.

WILLIAM BRENT, *Clerk.*

In the records of the proceedings of the said court, among others, are the following, to wit:

WILLIAM G. W. WHITE
against
JOSEPH S. CLARKE &
RICHARD G. BRISCOE.
} Parties.

Be it remembered that, heretofore, to wit, on the twenty-sixth day of September, in the year of our Lord one thousand eight hundred and thirty-four, the said complainant, by John Marbury, esquire, his solicitor, filed in Court here, the following bill of complaint, to wit:

Bill of complaint.

To the honorable, the judges of the circuit court of the district of Columbia, sitting in Washington county, as a court of chancery,

humbly complaining, sheweth unto your honors, your orator William G. W. White, merchant, residing and trading in Washington city, in the district of Columbia, that, on or about the second day of July, in the year 1832, your orator made and passed to Joseph S. Clarke and R. G. Briscoe, partners trading under the name and firm of Clarke and Briscoe, in Washington city aforesaid, among others, his several promissory notes, twenty-six in number, each dated the second day of July, in the year aforesaid, and for the sum of two hundred seventy four dollars $\frac{67}{100}$, and payable to the said Clarke and Briscoe in 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43 & 44 months after the date thereof, making together an aggregate amount of seven thousand one hundred forty-one dollars $\frac{42}{100}$; and your orator shows that the said Clark & Briscoe afterwards, and your orator believes, before the maturity of the same, by their endorsement, and delivery thereof, passed the three mentioned promissory notes, payable in 19, 20 & 21 months, from the date aforesaid, to Darius Clagett and Thornton B. Washington, partners under the firm of Clagett & Washington, merchants in the said city, and the said Clagett and Washington held the same by virtue of said endorsement & delivery on the 30th day of December, in the year 1833; and your orator shows, that he afterwards, and at the maturity of the said note falling due at 16 months from the date thereof, renewed the same by another note of at 60 days, for $279 80, including interest; and your orator shows that on or about the date last aforesaid, he entered into an agreement with the said Clarke and Briscoe to anticipate the period of credit on the said notes, and renewed notes, and to satisfy and pay the said sum of seven thousand one hundred forty one dollars $\frac{42}{100}$, for which the said promissory notes had been given, by which said agreement your orator undertook to sell and deliver to the said Clarke and Briscoe, and the said Clarke and Briscoe agreed to purchase and receive of your orator goods and merchandise then in the store of your orator, in full payment of the said sum of money, at the rate of seventy cents in the dollar, on the price the said goods and merchandise were marked to have cost; and the said Clarke and Briscoe did further agree to deliver up to your orator to be cancelled, on the delivery of the said goods and merchandise, all the said promissory notes then in their possession, and speedily to pay and take up such of the said notes as had been before then negotiated and were in the hands of other persons, and to deliver the same to your orator, in like manner, to be cancelled; and your orator herewith files as part of this bill of complaint a memorandum marked A, (copied in page 11,) in the hand writing of the said Richard G. Briscoe, one of the said firm, made and delivered to your orator to show the number of the said notes then unpaid by your orator, and which the said firm were bound to deliver upon the payment of the same in manner as aforesaid. Said memorandum is attached to a list of said notes, also herewith filed and marked exhibit No. 1, (copied in page 12,) and your orator shews and charges, that he did, immediately thereafter, fulfil the said agreement in every particular on his part to be performed; that he delivered to the said firm

goods and merchandise, then in his store aforesaid, to the amount (save a fraction of one dollar $\frac{41}{100}$) and in payment of the said debt, or sum of seven thousand one hundred forty one dollars $\frac{42}{100}$, at the rate of seventy cents in the dollar, on the prime and marked cost of the said goods and merchandise, which said goods and merchandise the said firm accepted of your orator on the terms of the said agreement, and in satisfaction and payment of the said sum of money, without complaint or objection known to your orator; and your orator has since tendered to deliver, and is now ready to deliver, goods and merchandise to the value of one dollar $\frac{41}{100}$, so as fully on his part to perform the said agreement; and your orator has frequently demanded of the said Clarke and Briscoe the delivery of the said promissory notes, that the same might be cancelled, and hoped that the said Clarke and Briscoe would, in good faith, have performed their part of the said agreement, as in justice and equity they ought to have done, and would have delivered to your orator all the said promissory notes in their possession; and, as they had engaged to do, would have paid and taken up the three of said notes, not in their possession, but before then negotiated and passed to Clagett and Washington, and would have delivered them up also to be cancelled; but so it is, may it please your honors, that the said Clarke and Briscoe, not regarding their said undertaking, have heretofore refused, and still do refuse, to deliver to your orator the said promissory notes, all of which are, as your orator has been informed, and believes, in their possession, except the three before mentioned, payable at 19, 20 and 21 months from their date, and have refused to lift the said three notes for the benefit of your orator, and to deliver them up to be cancelled according to the true intent and meaning of their said agreement; but on the contrary, as your orator is advised, and believes have encouraged the holders thereof, Clagett & Washington, to institute suits against your orator at law in your honorable court, to force him to pay the same, designing to drive your orator to expensive and troublesome law suits to enforce the fulfillment of the said contract, by the said Clarke & Briscoe, and it may be to defend himself against actions on the said satisfied notes now remaining in the possession of the said Clarke and Briscoe-many of which are not yet due, and may be passed to third persons without knowledge of the just defence of your orator, who may thus be deprived of all remedy for his safety and protection; and your orator shows that the said Clagett & Washington have actually instituted suits against your orator on two of the said notes, and will, no doubt, sue your orator on the third, which has only fallen due within a few days, and threaten to prosecute such suits to judgment and execution against your orator, altho' the said Clagett & Washington well know of the said contract and the terms thereof, and that the said Clarke and Briscoe are well able and bound to pay the same, all which actings and doings are against equity and good conscience, and tend to the manifest wrong and injury of your orator. In tender consideration whereof, and for as much as your orator can have adequate relief in the premises only in your honorable court, where matters of this sort are properly cognizable, to the end that the said Joseph S. Clarke

and Richard G. Briscoe, Darius Clagett and Thornton B. Washington, may be made defendants to this bill of complaint, and may answer the several matters therein set forth, on their corporal oaths, to the best of their knowledge, information and belief, as fully as if the same were again repeated and they interrogated in each particular, particularly may say whether the memorandum marked (A) attached to exhibit No. 1, be not in the hand-writing of one of the defendants, and which, and whether, the same was not given for the purpose mentioned, said bill, or for what intent and purpose to the complainant, and that your honors may order and decree the said Clarke and Briscoe, by a short day, to bring into your honorable court all the said promissory notes mentioned in the said list, there to be safely kept until the final hearing of this cause; and that the said Clarke and Briscoe shall also pay to the said Clagett and Washington the full amount of the three promissory notes falling due as aforesaid at 19, 20 and 21 months from their date, with the interest and cost of suit, or may bring into this court and deposite with the clerk thereof, a sum of money sufficient for that purpose, and that your honors may decree all the said promissory notes to be delivered up to your orator to be cancelled, and grant your orator such other relief, in the premises, as to your honors may seem right. May it please your honors to grant orator the United States writ of subpœna to the said defendants directed in the usual form, and may it please your honors to grant your orator a writ of injunction to the said defendants, their servants, agents and attornies, directed, enjoining and restraining the said Clarke and Briscoe from uttering, passing or negotiating any of the said notes on any pretence whatever, and the said Clagett and Washington from enforcing the payment of the said three promissory notes in their possession by execution at law, against your orator, until they have by due diligence and legal proceedings failed to recover the same of the said Clarke and Briscoe; and your orator will pray.

JOHN MARBURY,
For the compl't.

WASHINGTON COUNTY, *District of Columbia:*

On this 18th day of September, in the year 1834, personally appears before the subscriber, a justice of the peace, in and for the county aforesaid, William G. W. White, and make oath on the holy evangelist of Almighty God, that the matters and things set forth and stated in the aforegoing bill of complaint, are true when stated as of his own knowledge, and, when as of the knowledge of others, he believes them to be true.

Sworn to before me,

GEO. NAYLOR, *J. P.*

Complainant's Exhibit A.

Complainant's exhibit A, referred to in page 7.

44 notes from 1 to 44 months, 274 67 each, -	$12,085 48
15 duly paid, 274,67 each, - - - -	4,120 05
	$7,965 43
3 paid by Van Ness, 274,67 each, - - -	824 01
	$7,141 42

This paper was produced before me, and identified by Benj. F. Brannan, and Cornelius G. Wildman, in their answers to complainant's 4th interrogatory.

JOS. H. BRADLEY, *Com'r.*

Complainant's exhibit No. 1, referred to in page 7.

Memorandum of notes settled with Clarke & Briscoe as per agreement.

Note dated 2d July, 1832,	16	months	after date,	for	274 67,	renewed		
19 November,	60	days,	with interest,		279 80,	in their pos'n.		
" " 2 "	17	"	"		274 67	in their pos'n		
" " 2 "	18	"	"		274 67	"	"	
" " 2 "	19	"	"		274 67	Clagett suit.		
" " 2 "	20	"	"		274 67	"	"	
" " 2 "	21	"	"		274 67	do not suit.		
" " 2 "	22	"	"		274 67	in their pos'n		
" " 2 "	23	"	"		274 67	"	"	
" " 2 "	24	"	"		274 67	"	"	
" " 2 "	26	"	"		274 67	"	"	
" " 2 "	28	"	"		274 67	"	"	
" " 2 "	30	"	"		274 67	"	"	
" " 2 "	31	"	"		274 67	"	"	
" " 2 "	32	"	"		274 67	"	"	
" " 2 "	33	"	"		274 67	"	"	
" " 2 "	34	"	"		274 67	"	"	
" " 2 "	35	"	"		274 67	"	"	
" " 2 "	36	"	"		274 67	"	"	
" " 2 "	37	"	"		274 67	"	"	
" " 2 "	38	"	"		274 67	"	"	
" " 2 "	39	"	"		274 67	"	"	
" " 2 "	40	"	"		274 67	"	"	
" " 2 "	41	"	"		274 67	"	"	
" " 2 "	42	"	"		274 67	"	"	
" " 2 "	43	"	"		274 67	"	"	
" " 2 "	44	"	"		274 67	"	"	

On which said bill was the following endorsement:

Upon filing this bill with the exhibit therein referred to, and the complainant's bond, with good security, in the penalty of thirteen

thousand dollars, payable to the said defendants, Clarke & Briscoe, and to be approved by me, with the usual condition, let the writ of injunction issue to restrain the said defendants from negotiating, transferring, or otherwise disposing of the promissory notes, mentioned in the bill, until the further order of the court.

20 *Sep.*, 1834. W. CRANCH.

Thereupon, subpœna issued for said defendant, returnable on the first Monday of October next, at which said first Monday of October, 1834, the marshal made return of his subpœna that he had summoned all of said defendants, said cause was continued regularly at rules until the thirteenth day of January, 1835, when the court made the following decree:

Decree nisi.

WILLIAM G. W. WHITE, complt.
vs.
JOSEPH S. CLARKE, & RICHARD G. BRISCOE, DARIUS CLAGETT, & THORNTON B. WASHINGTON, def'dts.

Circuit Court of the District of Columbia, Washington Co., In equity.

The matters and things set forth and contained in the bill of complaint in this cause, having been taken for confessed, by reason of the failure of the defendants to answer the said bill, pursuant to the rules of this court, and the court having read and considered the same, it is by the court, this thirteenth day of January, in the year 1835, ordered, adjudged, and decreed, that the defendants, Clarke & Briscoe, be and they, and each of them, are, and is hereby, enjoined, and restrained, from negotiating or in any manner passing away the certain promissory notes mentioned in the complainant's bill and drawn by the said William G. W. White, the complainant, each for the sum of two hundred seventy-four dollars $\frac{67}{100}$, dated the second day of July, in the year 1832, and payable severally to the said Clarke & Briscoe, at 16, 17, 18, 22, 23, 24, 26, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44 months, after the date thereof, and mentioned in the said bill of complaint. And the said Clarke & Briscoe are hereby further ordered and decreed, on or before the first day of February next, after the service of this decree, to bring into this court the said described promissory notes to be filed and deposited with the clerk of this court to be cancelled, and that the said defendants, Clarke & Briscoe, also bring into this court, by the day last aforesaid, the sum of nine hundred thirteen dollars and eighty-four cents, to be paid to the defendant, Clagett & Washington, in satisfaction of the notes of the said complainant, bearing even date with, and being for the like sums as the notes aforesaid, and payable in 19, 20, and 21 months, after date thereof, and the legal costs of their suits brought on the said notes by the said Clagett & Washington against the said complainant, which said notes are mentioned in the said bill of complaint. It is further ordered and decreed that the said Clagett & Washington, on the payment of the said notes, shall file the same with the clerk of this court to be cancelled.

It is further ordered that the defendants, Clarke & Briscoe, pay to the complainant his cost of suit by him in this cause expended.

It is further ordered and decreed that this decree shall be final unless good cause to the contrary be shown to this court at the term of this court next, after the term to which this decree shall be returned served on the defendants, Clarke & Briscoe.

By order of the court.

Test: W. BRENT, *Clerk.*

1832, *notes in the hands of Clagett & Washington.*

July 2,	1 note at 19 months after date - - -	$274 64
	1 note at 20 months after date - - -	274 64
	1 note at 21 months after date - - -	294 64
Int. on 274 64 from 5 Feb. '34, to 5th Feb. '35	$16 59	
" " " " 5th Mar. '35	17 91	
" " " " 5th Apr. '35	19 35	
		53 85
		877 84
3 suits, at $ 12 each, for cost - - - -		36 00
		$913 84

Copies of which said decree were made out and sent to be served on said defendants forthwith; and, during the term of the same court, to wit, on the 14th day of the same month, the marshal of the district certified to the court here that he had served copies of said decree on each of said defendants; and on the next day, to wit, the 15th day of January, 1835, the defendants, Clarke & Briscoe, by Richard Wallack, Esq., their solicitor, offered to the court here to be filed in this cause, the following answer and exhibits in the words and of the tenor following:

The answer of Joseph S. Clarke and Richard G. Briscoe to the bill of complaint of William G. W. White, in the circuit court of the District of Columbia, &c.:

Defendant's answer.

These defendants, now, and at all times hereafter, saving and reserving to themselves all and all manner of benefit and advantage to the manifold errors, uncertainties, and imperfections of said bill, &c., for answer thereto, or to so much thereof, as they are advised it is material or necessary for them to answer unto, say, they admit that the complainant did pass to these defendants the several promissory notes in the bill mentioned; that the same were endorsed and passed off by these defendants to Clagett & Washington, and one of the same renewed, as stated in said bill: and further answering, they say, that the consideration of said notes was the sale of a large invoice of goods about the time of the dates of said notes, or shortly before, by these defendants to the complainant; that the terms and con-

ditions of such sale were, that the complainant should punctually take up and pay said notes as the same should respectively fall due; and in consideration of the complainant's solemn verbal pledge and assurance that such notes should be so punctually taken up and paid, and upon the faith and confidence of such pledge and assurance, these defendants agreed to deduct five per cent. from the amount of said invoice, and accordingly from the aggregate amount for which the complainant passed his notes on account of said sale. These defendants deny that they did make the agreement with complainant respecting the compromise of their claim against the complainant and the cancelling of said notes in the terms and upon the conditions set forth in said bill; but they admit and aver that about the time mentioned in said bill, in consequence of hearing the complainant had failed in business and was compromising with his creditors, a conversation and arrangement did take place between the defendant, Clarke, and the complainant, in which, said defendant asked him upon what terms the complainant would settle the whole claim of the defendants, not merely on what terms he would settle the amount of said notes, upon which complainant offered to settle it at sixty cents in the dollar and pay in goods, said defendant, Clarke, answered that he understood complainant had compromised with other of his creditors at seventy cents in the dollar, and hoped complainant would not think of putting off the defendants with less; and complainant at length agreed to pay defendants, in goods, the whole amount of their claim at the rate of seventy cents in the dollar, and pay the balance, viz. thirty per cent. when he was able, but insisted that they should take the goods in masses, without selection, as they lay upon the shelves, which was finally agreed to by defendant, Clarke; nor was it till after the arrangement had been so agreed on between themselves, that any thing was said between them about the defendants getting up and cancelling the complainants notes; but, afterwards, they admit a conversation on that subject did ensue between defendant, Clarke, and the complainant, in which it was understood and arranged between them that, upon the settlement of the defendant's whole claim, by paying the same in goods at the rate of seventy cents in the dollar, the defendants should get in and cancel said notes—not upon the settlement in that mode of the amount of the notes merely—such was not the understanding of the parties, at least not of either of these defendants; but the true amount of their just claim against the complainant, the amount understood by defendant, Clarke, at the time, was not the aggregate amount of the notes merely, but of the original invoice, in liquidation of the amount of which, with a deduction of five per cent., the notes had been given; and inasmuch as that deduction had been allowed upon the faith and confidence alone of the complainant's said pledge and assurance to pay the said notes punctually as aforesaid, and as he had totally failed to comply with said pledge and assurance, these defendants considered that in equity, indeed in strict justice, they were entitled to the amount of the invoice without such deduction.

Now, these defendants further answering, say, that the complainant has not to this day complied substantially, or otherwise, with the terms of the said compromise, in the sense in which it was properly understood and agreed on as aforesaid, so as to entitle himself now, or hereafter, to call in said notes in consideration of the goods delivered by him in consequence of such compromise; that, according to such compromise, in the terms in which it was made and understood on the part of these defendants, the notes were to be got in and cancelled upon the entire settlement of the defendant's said claim, and not otherwise, especially not upon the liquidation at the rate aforesaid of the mere amount of the notes; that said terms have not been complied with on the part of defendant and he has refused to comply with the same, having delivered goods only to the amount stated in his said bill, refusing to deliver goods to the amount of the goods originally sold and delivered to him by these defendants, without said deduction. And these defendants further answering, say, that the goods actually delivered by complainant to defendants in part execution of said compromise, were, with some inconsiderable exceptions, the remains, or some of the remains, of the original invoice sold to him by these defendants as aforesaid, and a great part of them mere remnants of pieces, returned to these defendants after he had enjoyed the use and profit of them as part of his assortment for the space of nearly 18 months; that the compromise, if it had been punctually carried into effect by complainant, (which it never has been and which he has inequitably refused) would, in consequence of the condition and diminished value of the goods, in the state in which they were received by these defendants, have been a most hard and disadvantageous one to these defendants, besides the discount of thirty per cent. from the claim insisted on by complainant. And these defendants further answering say, that the said agreement for compromise (even if the *defendant* had complied or offered to fulfil it on his part, according to its true terms and genuine intents,) was not binding on these defendants, in consequence of the gross frauds and impositions practised by the complainant upon these defendants and his other creditors, in order to alarm them into compromises of their debts with him, as with a merchant debtor who had been subjected, by the casualties of trade, to failure; that the whole matter of his pretended failure, was a deliberate, artful, and fraudulent scheme, device and contrivance of the complainant to alarm and force his creditors into compromises, whilst, in fact, he was possessed of ample means to pay off all his debts and have a surplus on hand; that, with such ample means in his hands, and with a fraudulent design to conceal and appropriate the same to his own illicit and fraudulent gains, he proclaimed his own failure in trade and insolvency, and went about, under the alarm thus communicated to his creditors, and with false representations of his desperate circumstances, to catch up the most advantageous compromises he could with them, one by one, and graduated his offers of compromise to each, according to what he calculated might be the impression made on each, by the fear of altogether losing his debt; and his offers of compromise varied according to circumstances, from

40 cents to 87½ in the dollar; actually effecting compromises with some at the lowest rate, and with others at the highest: that preparatory to this scheme of fraudulent failure, and during the very season, and shortly before it was proclaimed, he had made unusually large purchases on credit, and had so increased his stock of goods much beyond its usual amount; and just after he had completed this fraudulent accumulation of stock, he gave out his failure in business and insolvency, and set on foot his plan of fraudulent compromises; it was under the greatest pressure of this alarm, and whilst it was fraudulently used by complainant to practice upon the fears of his creditors, that these defendants were fraudulently and deceitfully drawn by him into such agreement for a compromise as they have above stated and admitted. These defendants further answering, say, that they have now good reason to think and believe, and do verily think and believe, that this scheme of pretended and fraudulent failure and insolvency, had been meditated and prepared for by complainant; and that he had taken steps in anticipation of it long before it was consummated, and before he made his said purchase of these defendants and gave his said notes; and that such transaction was originally conceived and entered into by him with a direct and precise view to defraud them by means of such pretended and fraudulent failure and insolvency; that in a few days after that transaction, that is to say, some time about the 9th July, 1832, he caused to be entered in the land records of this county a fraudulent deed settling valuable property on his family, which had been executed in the month of January preceding, and in the mean time kept secret: to the record of which deed being a deed dated 14 January, 1832, between John A. Smith of the 1st part, Wm. G. W. White of the 2nd part, Jas. L. White of the 3d part, and Mary Catharine White and others, children of said Wm. G. W. White, of the 4th part, as recorded in the book of land records of this county, No. 40, page 481, these defendants refer, and pray the same may be taken and referred to as part of this, their answer. These defendants deny all fraud, &c., &c., without this, &c., and pray to be here dismissed with their costs, &c.

RICHARD WALLACK,
Sol. for def'ts.

DISTRICT OF COLUMBIA, *Washington county, sct.*

Be it remembered that, on this 15th day of January, 1835, personally appear the above named defendants, Joseph S. Clarke and Richard G. Briscoe, before the subscriber, a justice of the peace, in and for said county, and make oath in due form of law, that the several matters and things hereinbefore by them respectively stated, as of their own knowledge are true, as stated; and that the matters and things hereinbefore stated, as from the information of others, they believe to be true, as stated.

Sworn to before me,

GEO. NAYLOR, *J P.*

These defendants further answering to the now amended part of said bill, calling upon them to answer whether a certain paper or memorandum in writing therein mentioned, be not in the hand-writing of these defendants, or one of them, &c., &c. say, that the said paper marked (A,) attached by a wafer to another paper, filed as compl'ts exh't No. 1, is in the hand-writing of this defendant, R. G. Briscoe; that the same was not given for the purpose mentioned in said bill; but, after the terms of said supposed compromise had been agreed between the defendant, Clarke, and the complainant, in the manner and upon the terms and conditions above set forth in the foregoing answer, and no other, the complainant sent one of his clerks to the store of this defendant, requesting a statement of the said notes; and this defendant, Briscoe, sent back, by said clerk, the said paper, as in compliance simply with said request.

R. G. BRISCOE.

Sworn to, in open court, by R. G. Briscoe, 26 November, 1835.
Test: W. BRENT, *cl'k.*

Order of court 26th November, 1835.

The cause was regularly continued at rules, until the 26th of November, 1835, when the court made the following order, to wit:

It is ordered, upon motion and hearing of the parties in this cause, by their counsel, that the answer of the defendants, Clark and Briscoe, offered at November term, 1834, be received, with leave to the plaintiff to except to the sufficiency thereof; and that the decree nisi, passed on the 13th day of January, 1535, be set aside, except so much thereof as enjoins and restrains the defendants from negotiating, or in any manner passing away, the promissory notes of the complainant in his bill, and in the said decree mentioned, until the further order of the court upon the defendants, Clarke & Briscoe, giving bond and security, to be approved by the court, in the penalty of 2,000 dollars, conditioned to indemnify the complainant against all damages and costs which he may sustain by reason of the three notes, in the said bill mentioned, as having been assigned by the defendants, Clarke & Briscoe, to the defendants, Clagett & Washington, or to abide by such decree as the court may hereafter make in regard to the same.

26th Nov. 1835.

By order of court:
Test: W. BRENT, *cl'k.*

Thereupon, with consent of parties by their solicitors aforesaid, it is ordered that a commission issue to Franklin Anderson & William Gatchell, esquires, of Baltimore, to take depositions, &c., (copied in page) and that a commission issue to Joseph H. Bradley, esq., to take depositions, &c., (copied in page .) Afterwards, to wit, the 27th day of the same month, (Nov., 1835,) the defendants, Clarke & Briscoe, file here in pursuance of the order of the court of the 26th November, 1835, the following bond:

Defendant's bond to W. G. W. White.

Know all men by these presents, that we, Joseph S. Clarke, Richard G. Briscoe, and Walter Clarke, all of Washington county, in the District of Columbia, are held and firmly bound unto William G. W. White, of the same place, in the sum of two thousand dollars, current money, to be paid to the said William G. W. White, his executors, administrators, or assigns, to which payment well and truly to be made and done, we, and each of us, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated this twenty-seventh day of November, in the year eighteen hundred and thirty-five.

Whereas, it was on the 26th day of November, instant, ordered and decreed by the circuit court of the District of Columbia, sitting for the county of Washington, in a certain cause wherein the said William G. W. White is complainant, and the said Joseph S. Clarke & Richard G. Briscoe, and others, are defendants, that a certain decree nisi therein mentioned, shall be set aside upon the said Clarke & Briscoe's giving bond to indemnify the said White against three several notes therein specified.

Now, the condition of the above obligation is such, that, if the said Joseph S. Clarke & Richard G. Briscoe shall well and truly indemnify and save the said William G. W. White harmless against all damages and costs which he may sustain by reason of the three several notes of the said White, mentioned in said decree, and particularly described in said White's bill of complaint, or abide by such decree as the said court may hereafter make in regard to the same, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

JOSEPH S. CLARKE, [SEAL.]
R. G. BRISCOE, [SEAL.]
WALTER CLARKE, [SEAL.]

Signed, sealed, and delivered in the presence of
GEO. C. MORGAN,
JNO. A. SMITH, as
to JOSEPH and RICHARD.

Approved by order of the court.
Test: W. BRENT, *cl'k.*

29th November, 1835.

And, on the 31st day of December, 1835, the following commission and depositions were filed, to wit:

Commission to Anderson & Gatchell, of Baltimore, to take depo's.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America to Franklin Anderson and William Gatchell, esquires, of Baltimore.

Know ye, that you, or either of you, are appointed commissioners to examine evidences in a cause depending in the circuit court for the county of Washington, in the District of Columbia, between William G. W. White, complainant, and Joseph S. Clarke, Richard G. Briscoe, Darius Clagett, and Thornton B. Washington, defend-

ants. Therefore, you, or either of you, are requested, having first having taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as clerk to attend the execution of this commission, that at such time and place as to you or either of you, shall seem convenient, you cause to come before you, or either of you, all such evidences as shall be named or produced to you, or either of you, by either the complainant or defendants, and that you, or either of you, examine them upon their corporal oaths, to be by you, or either of you, administered, on the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you, or either of you, cause five days' notice to be given to the parties, or their attornies, of the execution of this commission, before you execute the same; and having reduced the depositions of the witnesses, so taken by you, or either of you, into writing, you send the same, with this commission, closed under your, or either of your hands and seal, to the judges of the said circuit court, with all convenient speed.

Witness, the honorable William Cranch, chief judge of the said court, the second day of December, in the year of our Lord one thousand eight hundred and thirty-five.

Issued the third day of December, 1835.

WM. BRENT, *cl'k.*

Commissioner's Oath.

You shall, according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced and examined, by virtue of the commission hereunto annexed, upon the interrogatories now, or which may hereafter, before the said commission is closed, be produced to, and left with you, by either of the said parties, so help you God.

Sworn to by Wm. H. Gatchell, esq., one of the commissioners within named, before the subscriber, a justice of the peace in and for the city of Baltimore.

SAM. PICKERING.

On the back of which commission is the following endorsements, to wit:

The execution of the commission will appear by a certain schedule hereto annexed. Costs of execution, ten dollars, (10.)

WM. H. GATCHELL.

To William L. Brent and John Marbury, esqs., counsel for the "*defendants*," in a cause depending in the circuit court of the county of Washington, in the District of Columbia, wherein William G. White is plaintiff, & Joseph S. Clarke, Richard G. Briscoe, Darius Clagett, and Thornton B. Washington are defendants:

Take notice, that by virtue of a commission issued to me in the above cause, I shall proceed on Friday, the 18th instant, at ½ past 3 o'clock in the afternoon, at my office, in the city of Baltimore, to take the depositions of such witnesses as may be then and there produced to me.

WM. H. GATCHELL, *Comm'r.*

I acknowledge service; and it is agreed that the time be postponed until Monday, the 21st instant, at the hour and place.

W. L. BRENT.

Dec. 8, 1835.

Interrogatory No. 1.

Do you know Mr. Wm. G. W. White, of Washington? if yea, what is the nature of your acquaintance with him.

Interrog. No. 2.

What was his conduct in September, 1833, and about that time, in relation to his purchases of goods? What was the nature of those purchases? unusually large or otherwise? Did his conduct in so dealing affect his credit? if yea, saw how, and why.

Interrog. No. 3.

During the fall or summer of 1833, have you heard Mr. White speak of his circumstances? if yea, how did he represent them to be, solvent or not solvent.

Interrog. No. 4.

During the time referred to in the third interrogatory have you, or have you not, ever heard Mr. White speak of his surplus funds? if yea, state succintly what he said.

Inter. No. 5.

Do you, or do you not, know of White's making various propositions of settlement with his creditors in and about the month of December, 1833? if yea, state what you know of it.

Inter. No. 6.

Do you, or do you not, know of his denying, and afterwards admitting the fact of settlement with one of his creditors, at a rate higher than that offered by him to another creditor, or set of creditors?

Inter. No. 7.

Do you, or do you not, know of Mr. White's having made a settlement with one of his creditors, and received, or extorted, or requested, a receipt from that creditor for an amount less than he had actually paid him? if yea, when did it occur.

Inter. No. 8.

Did Mr. Wm. G. W. White, at any time during the summer or fall of 1833, promise to pay your claim against him upon certain conditions? if yea, state what were those conditions.

Inter. No. 9.

Were you a creditor of Mr. Wm. G. W. White when he stopped payment in December, 1833? On that occasion, did you, or did you not, request of him an inspection of his books? if yea, what was Mr. White's answer and final determination, as to this request.

Inter. No. 10.

When the said White stopped payment in December, 1833, was any application made to him by his creditors, or any of them, and which of them, to give a fair exhibition of his books and affairs, or to return the goods he had on hand to the creditor or creditors from

whom he had recently purchased them? and what propositions were made and discussed between him and his several creditors, or their agents or attornies, for composition of their respective claims? how did he graduate his offers to each? and what representations and artificies, if any, did he resort to in order to obtain more or less favorable terms of composition from each individual? and were the terms of composition equal among the creditors, or upon such terms as he could catch from the varying fears and hopes of each?

Interrog. No. 11.

State all the circumstances within your knowledge and observation that go to your belief, if you entertain such belief, that he laid in his fall stock of goods for 1833, with a view to failure and a consequent composition with his creditors during that season. Was the stock laid in and attempted to be laid in for that season, unusually large for his capital and accustomed course of trade, or conformable to both? Was there any thing in the manner or terms of his purchases, or proposals to purchase that stock, unusual and calculated to excite suspicion of his motives? if so, state the circumstances.

State all you know, not contained in your answers to the interrogatories before propounded, of the failure of Mr. White in December, 1833; of his various compositions with his creditors; of the nature and character of his dealings and purchases, immediately preceding his stoppage; the impressions which his conduct produced upon the minds of those with whom he was accustomed to deal, and the steps which Mr. White took to remove those impressions and extend his credit.

WASHINGTON, 20*th Dec.*, 1835.

SIR: In consequence of the complainant's counsel, in the case of White vs. Clarke & Briscoe and al., being prevented from attending the execution of the commission directed to yourself and Mr. Anderson, at the time appointed, the defendant's counsel has consented to postpone the execution of the commission to Monday, 28th inst., at the same hour or hours and place designated in your notice. If this reaches you in time to enter the postponement before proceeding to the examination of any witness, the postponement will of course operate as to the whole execution of the commission; but if any examinations shall have been taken before this reaches you, we agree such examinations shall stand subject to cross examination, if the witnesses can be had for the purpose on Monday 28th inst.

W. JONES, *for Def'ts.*
WM. L. BRENT, *for*
W. G. W. WHITE.

To W. H. GATCHELL, Esq., Baltimore.

W. G. W. WHITE, *vs.* CLARKE & BRISCOE. } Circuit Court of the United States for the District of Columbia, Washington county. In chancery.

We agree that the depositions of George R. Gaither, Thomas W. Hall, Carter A. Hall, Benjamin Harrison, and Philip Coakley, and William Taffany & Co., taken in 1833, and filed in the chancery case of the creditors of the present complainant against him, shall be read in evidence, to have the same effect as if taken in this case, each party reserving the right to make all legal and proper exceptions to the same.

WM. L. BRENT, *for Compl't.*
CLARKE & BRISCOE.

Baltimore, Dec'r. 28th, 1835.

Cross interrogatories to be propounded.

Did or did not the complainant state to you when you asked him to settle with you, that he thought he could not pay more than 40 cents in the dollar to all his creditors, otherwise he would pay 50 cents to you? and did you not offer to him that, if he would give you fifty cents in goods, you would give him a receipt for 40 cents in the dollar, so that his other creditors would not complain? And did or did not your settlement with him take place before he settled with his other creditors? When you settled with complainant, did or did he not also, as one of the creditors, give you a release as a bar to all damages on your injunction bond in the case of his Baltimore creditors against him?

WM. L. BRENT, *for Compl't.*

The undersigned, named as commissioner in the annexed commission, having taken the oath for that purpose thereto annexed, and given due notice of the time and place of meeting to the parties respectively, did open the said commission for the purpose of taking testimony, at his office in the city of Baltimore, on Friday the 18th day of December, 1835. In and by consent of counsel, the said commission was adjourned until the 21st of same month, and again until the 28th of the same month, at the same place, when the following depositions were taken:

O. C. Tiffany's deposition.

Osmond C. Tiffany, a witness of lawful age, produced and sworn on behalf of defendants, being examined on interrogatories for that purpose filed, deposeth as follows: (All interrogatories having by consent been waived except the last, to which he answers as follows:)

That, on the 30th day of March, 1833, White, the plaintiff in this case, called on Shaw, Tiffany, and company, of which firm deponent was a member, and stated himself to be solvent; that he had surplus funds which he used to the best advantage. In February, of the same year, that firm had refused him credit. In September, of same year, he called again on them and laid off goods to amount of five hundred dollars ($500) which were never delivered. When he called in March, as before mentioned, his object was to ascertain why credit had been refused to him the February previous.

Ths. W. Hall's deposition.

Thomas W. Hall, a witness of lawful age, produced and sworn on the part of defendants, being examined on interrogatories for that purpose filed, deposeth as follows: All the interrogatories except the last having been waived by consent.

He made the settlement with White for and on behalf of the Baltimore creditors, after Mr. Hart had been settled with. Deponent settled at the rate of fifty cents in the dollar in cash, White agreeing to release all claims against the creditors under the injunction bond; this was of course a condition, as well as the fifty cents paid, for the relinquishment on the part of the Baltimore creditors of their claims against him.

A. Hart's deposition.

Archibald Hart, a witness of lawful age, produced and sworn on the part of defendants, being examined on the seventh interrogatory of defendant, the others having been waived by consent, deposeth as follows:

That Archibald Hart and company, of which firm he was a member, were creditors of said Waite; that he settled the said debt at 50 cents in the dollar in goods, and requested deponent to give him a receipt, shewing a settlement at forty cents, which was done for the purpose, as he stated at the time, of making a settlement with the other creditors at 40 cents, which he thought was as much as he was able to do; he further said that he was doing better for deponent than he could do for the rest. He does not think he realised more than 30 cents in the dollar from the goods, which he believes were about as much as they were worth.

After White settled with his other creditors at 50 cents in cash, deponent applied to him for ten per cent. more, stating that he was entitled to it as he had been paid in goods which were certainly worth not more than 40 cents in the dollar; but he refused to pay any thing additional.

To the cross interrogatory propounded to him, he answers as follows:

He cannot recollect precisely whether he told White if he would give him 50 cents in the dollar, the receipt should be given as mentioned in his answer to the direct interrogatory, or whether the proposition came from White himself; he has stated the matter to the best of his recollection in his previous answer. He did require a release, altho' he did not place much value upon it. His whole object in getting it was to save himself costs.

In testimony of all which I have hereunto set my hand and seal this 28th December, 1835.

WM. H. GATCHELL, [SEAL.]

Said cause was regularly continued at rules until the 30th day of November, 1836, when the following commission and depositions were filed, to wit:

Commission to J. H. Bradley to take depositions.

DISTRICT OF COLUMBIA, *to wit:*

THE UNITED STATES OF AMERICA, *to Joseph H. Bradley, Esquire.*

Know ye, that you are appointed commissioner to examine evidences in a cause depending in the circuit court for the county of Washington, in the District of Columbia, between William G. W. White, complainant, and Joseph S. Clarke, and Richard G. Briscoe, and Darius Clagett, and Thornton B. Washington, defendants. Therefore, you are requested, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as clerk to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named or produced to you, by either the complainants or defendants, and that you examine them upon their corporal oaths, to be by you administered, on the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid, and that you cause five days' notice to be given to the parties, or their attornies, of the execution of this commission, before you execute the same; and having reduced the depositions of the witnesses, so taken by you into writing, you send the same, with this commission, closed under your hand and seal, to the judges of the said circuit court with all convenient speed.

Witness, the honorable W. Cranch, Esquire, chief judge of the said court, the 23d day of January, in the year of our Lord one thousand eight hundred and thirty-six.

Issued the 17th day of February, 1836.

W. BRENT, *Cl'k.*

Commissioner's oath.

You shall, according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties, take the examinations and depositions of all and every witness, and witnesses produced and examined by virtue of the commission hereunto annexed, upon the interrogatories now, or which may hereafter, before said commission is closed, be produced to, and left with you, by either of the said parties, so help you God.

Sworn before me,

JOHN D. CLARKE, *J. P.*

To the honorable the judges of the circuit court:

The execution of this commission appears by certain schedules hereto annexed.

JOS. H. BRADLEY, *Comm'r.*

Began to take the testimony on the 24th Febuary, 1836, and took

that of B. F. Brannan and James L. White, and then adjourned to Monday the 29th inst. at 10 o'clock.

Feb'y 25. By consent of parties, the testimony of Henry B. Clarke, a witness on the part of the defendants, was this day taken as of yesterday. Feb'y 27. By consent of parties Henry B. Clarke was again called and examined.

Feb'y 29, Monday. Took the testimony of Henry M. Morfit, esq., and Edmund Coolidge, on the part of defendants, Clarke & Briscoe, and adjourned to Monday, 7 March inst., at 10 o'clock.

March 5, Saturday. By consent of parties, took the testimony of Cornelius G. Wildman and James T. Clarke.

March 7, Monday. Took the testimony of Joseph Wimsatt by the consent of parties.

JOS. H. BRADLEY.

I agree that all letters *written* by W. G. W. White to Messrs. Hall & Co. shall be received as *proven* in the case of White, against Clarke & Briscoe, and others in chancery suit, in circuit court of district of Columbia for Washington county, subject to all legal objections as to admissibility or legality of said testimony in said case. The letters to have the same effect as if proven by witnesses and no more.

March 1st 1836.

WM. L. BRENT,
Atty for compl't.
JAMES HOBAN,
For def't.

WHITE, *vs.* CLARKE & BRISCOE. } Circuit court of the district of Columbia. In equity.

Interrogatories on the part of the complainant proposed to Benjamin F. Brannan, James L. White and Cornelius G. Wildman:

1st.

Do you know the plaintiff and the defendants, Clarke & Briscoe? If you have been in the employment of the complainant, state in what capacity, when you entered his service, and how long you remained in it.

2d.

Do you, or not remember a compromise made between the complainant and the defendants, Clarke & Briscoe, relative to the payment of a certain debt due from the said complainant to the said defendants? if yea, state the subject of the said compromise, and the terms of it.

3d.

Do you or not know which of the said parties originated the proposition for said compromise? if yea, state the circumstances of the offer.

4th.

Look upon the paper A, attached to exhibit No. 1, and purporting to be a memorandum of certain notes. In whose hand writing is that part of said paper written with ink? when and for what purpose, and under what circumstances was the same written and delivered?

5th.

Do you remember one Cornelius G. Wildman? In whose service was he at the time of the said compromise? Was he or not sent by the complainant to the store of Clarke & Briscoe, pending the said compromise? for what purpose, and what answer did he bring back?

6th.

Do you recollect, or not, that some time in the fall of the year 1833, the store of the complainant in Washington city, was closed by an injunction from the circuit court of the district of Columbia? Prior to, and up to that time, was or not the business of Mr. White progressing as had been usual for years before? Was there any thing unusual in the conversation or conduct of the complainant calculated to excite alarm in the minds of his creditors for the safety of their debts or indicating insolvency?

7th.

Do you, or not, know whether one or more of the notes of the complainant, passed to Clarke & Briscoe, and at the date of the said compromise, were in the hands of third persons? and whether it was or not part of the agreement of the said parties in said compromise that Clarke & Briscoe should take up all such notes, and deliver them to the complainant to be cancelled as soon as complainant delivered the goods as aforesaid?

8th.

In whose employment were you in July, 1832? Did the complainant purchase of Clarke & Briscoe the stock of goods for which the said notes before mentioned, and paid in said compromise, were given while you were in their service? Was any deduction made from the invoice price? What per cent., and why was such deduction made?

Additional interrogatories proposed to Cornelius G. Wildman by complainant:

1st additional.

Do you, or not, know that, up to the month of November, in the year 1833, the plaintiff, White, maintained his credit and standing as a merchant? If you know the cause of his embarrassments after that period, state them.

2d do.

Do you know whether or not, the plaintiff White had the means to meet his engagements in the fall and winter of 1833, and what exertions he made to obtain the means? if yea, state the facts.

3d do.

Do you or not know, what sums of money were paid by the said White, on account of his business, between the first of September and the 6th day of December, 1833, the day on which his store was closed at the suit of his Baltimore creditors? if yea, state. Shew if you can the several sums paid, when, and to whom paid? if you have any knowledge of the quantity of goods purchased by Mr. White for three or four years previous to the year 1833, state the amount or value of such annual stock, including the year 1833, and how you obtain your information; and if the stock for 1833 was larger than customary, state if you know why it was so.

4th do.

Is there not often in the hands of merchants, doing retail dry goods business in Washington, sums of money arising from their daily sales which, in the intervals of their notes falling due, they are in the habit of loaning to their neighbors, either for profit, or otherwise, for a week or short time? How is this money usually denominated?

5th do.

Was it customary or not, for Mr. White to go the north oftener than once in a season for the purchase of his goods for that season?

6th do.

Do you remember on the occasion of Tiffany, Shaw & Co., refusing to fill an order of the plaintiff, that he wrote a letter offering to pay them a debt before contracted with that house on certain terms? What led to the writing of that letter?

7th do.

Were you present, in the fall of 1833, when Mr. G. R. Gaither & Mr. Hall called at the plaintiff's store to request a statement of his affairs, and an exhibition of his books? State what was the demeanor of Mr. Gaither, and the purport of his conversation. On that occasion did not Mr. White promise that he would, if allowed a reasonable time, make out a statement of his affairs? Within what time could such statement have been made, and the businessof the store in the busy month of December gone on?

8th do.

What was the state of the money market in Washington, in the fall and winter of the year 1833?

9th do.

Was Mr. White in the habit of obtaining loans from the banks to aid him in meeting his payments? and did not Mr. White rely on his fall sales and the aids afforded by the banks to enable him to meet his spring purchasers?

Cross interrogatories proposed to the said witnesses on behalf of Clarke & Briscoe, defendants:

1st.

You say you know of a compromise of the claim of Clarke & Briscoe against Wm. G. W. White. Do you know it from any thing coming from Mr. J. S. Clarke or Mr. R. G. Briscoe?

2d.

Did you hear Mr. Clarke or Mr. Briscoe state what their claim was, the amount, by what evidenced, and how situated? Whether in their own hands, or negotiated away?

3d.

Did you hear from Mr. Clarke that the notes referred to, were those for the purchase of the stocks of goods? Do you remember particulars, whether the notes were to be surrendered upon the delivery of the goods, or upon settlement? Which of the two latter terms was the one used?

4th.

What were the kind of goods in which the claim was paid at 70 cents in the dollar, by Mr. White, to Mr. Clarke & Briscoe?

5th.

When was the compromise? Before or after the movement by the creditors, shutting Mr. White up? If after, how long?

6th.

When were the notes demanded by Mr, White of Mesrs. Clarke & Briscoe? How long after the delivery of the goods?

7th.

Do you know, or not, that the goods returned at a lower price than they were received at, were deteriorated in value?

8th.

Was Mr. C. G. Wildman connected in business with Mr. White at the time he went to see Messrs. Clarke & Briscoe about the compromise, or immediately afterwards?

Additional cross interrogatories proposed to C. G. Wildman on the part of the defendants:

1st.

Do you or not know, that at the time Mr. White was asking for the renewals, to which you refer in your answers to complainant's 6th interrogatory, that he was using his money in discounting notes?

2d.

Had, or had not, Mr. White goods in the third story of his store, to which access was denied to his creditors; at any rate to Clarke & Briscoe?

3d.

Do you recollect at the time of Mr. White's Baltimore creditors being here, that he sent for Mr. Briscoe, and promised Clarke & Briscoe a preference, if he, Briscoe, would assist him in settling with his Baltimore creditors?

4th.

Do you know of Mr. White's making a transfer of notes or property, or a proposition to do so, to Mr. Thomas Lloyd, or Mr. Joseph Wimsatt? state the circumstances connected with the proposition and the fact.

5th.

From your knowledge of Mr. Whites business, did you believe him solvent previous, and up to the time of his fall purchase in 1833?

Interrogatories proposed to Henry B. Clarke, on the behalf of the defendants, Clarke & Briscoe:

1st.

Were you present at a conversation between Mr. R. G. Briscoe and Mr. Wm. G. W. White, respecting the failure of Mr. Henry Carter? if yea, state what the conversation was, and when and where it took place.

Cross interrogatories proposed to the same on the part of the complainant:

Did you then, or at any time before the Baltimore creditors filed their bill in chancery against Mr. White, hear Mr. Briscoe or Mr. Clarke, express any fear of Mr. White's paying the debt he owed them? and if yea, at what time.

Second interrogatory on the part of said defendants:

How soon after the conversation alluded to, in your answer to question No. 1, did you hear Mr. Clarke or Briscoe express an opinion as to the value of their claim upon Mr. White? and what was that opinion, and the apparent effect in producing it, of the conversation above referred to?

Interrogatories proposed to Henry M. Morfit, esq., on the part of the defendants, Clarke & Briscoe:

1st.

Do you know any thing relating to the settlement by Mr. Wm. G. W. White, with any of his creditors in which he paid the full amount, or near the full amount, of the claim? If yea, state what you know.

Interrogatory by the complainant White:

What offer did Mr. White first make to you, when you presented the amount for Addams, Cunningham & Co., or any other creditor of Mr. White, whose claim was in your hands? and what answer did he make, or what offer did he make in relation to any proposed settlement then, or any time after?

Interrogatory proposed to Edmund Coolidge on the part of the said defendants:

Do you know of any claim upon Mr. White by Messrs. Clagett & Washington? Did you present the same? if yea, state what subsequently transpired in relation to it.

Interrogatories proposed to James T. Clarke on the part of the said defendants, Clarke & Briscoe:

1st.

Do you know any thing about the compromise between Clarke & Briscoe & Mr. Wm. G. W. White, concerning the claim of the former upon the latter for the sale of their stock of goods in July, 1832?

2nd.

Look upon the paper marked "Wm. G. W. White, 30 December, 1833." State what you know of it.

3d.

When Mr. Wildman called upon Mr. Briscoe, in answer to whom paper marked A, attached to exhibit No. 1, was sent to Mr. White, what was the request made by Mr. Wildman? and how understood by Mr. Briscoe? as a request for a statement of the notes as paid or unpaid, or as a statement of the amount of the claim of Clarke & Briscoe on Mr. White?

4th.

Was not the amount of remnants in the goods returned to Messrs. Clarke & Briscoe by Mr. White, very great? and were not many of them the remnants of the stock of goods sold Mr. White by Messrs. Clarke & Briscoe? and state what else you know upon the "*topic*" of remnants.

Interrogatory proposed to Joseph Wimsatt on the part of the defendants, Clarke & Briscoe:

Did or did not Mr. Wm. G. W. White at or about the time of his failure, put into your hands, as his agent for collection, certain notes and papers, or other things of value? if yea, state what was their nature and amount, and when were they delivered to you.

Depositions of witnesses produced, sworn, and examined on the 24th, 25th, 27th, and 29th days of February, and on the 5th and 7th days of March, 1836, at my office, in the city of Washington, and county of Washington, by virtue of a commission issuing out of the circuit court of the District of Columbia, sitting as a court of chancery for the county of Washington, to me, Joseph H. Bradley, directed, for the examination of witnesses in a cause there depending between William G. W. White, complainant, and Clarke & Briscoe, & Clagett & Washington, defendants, I having first taken the oath annexed to the said commission as thereby required, and by the consent of the parties acting as clerk:

Benj'n F. Brannan's deposition.

To the 1st. *Benjamin F. Brannan*, a witness produced on the part of the complainant. To the first interrogatory this deponent saith, I know the plaintiff and the defendants, Clarke & Briscoe. I have been in the employment of the plaintiff ever since the 2d day of October, 1832, and am now.

To the 2nd. I know that a compromise was made between said parties, and for the satisfaction of a claim of Clarke & Briscoe against Mr. White. The claim was to be paid in goods at the marked cost price, at seventy cents in the dollar for the whole amount, and they were to deliver up to Mr. White (that is Joseph S. Clarke was) the notes which formed that claim.

To the 3d. Mr. Joseph S. Clarke. As far as I recollect, Mr. Clarke came to Mr. White's store and wished to know of Mr. White how much he would give him for his claim, and that was seventy cents in the dollar, which was agreed upon.

To the 4th. I know the paper. That part in ink is in the handwriting of Richard G. Briscoe, one of the defendants; it was brought to Mr. White by Cornelius G. Wildman. I do not recollect whether it was before or after the agreement; but it was before the goods were delivered.

To the 5th. I do know Mr. Wildman. He was at the time of the compromise in the service of the plaintiff. He was so sent by Mr. White, for the purpose of ascertaining what was the amount of the claim of Clarke & Briscoe upon Mr. White. I do not recollect the *the* answer. He brought with him the paper referred to in my answer to the 4th interrogatory of the plaintiff

To the 6th. I recollect that the store of complainant was so closed. The store was, up to that time, kept open, and trade carried on as usual. I do not recollect any such conduct or appearance. One of Mr. White's notes was protested, and he wrote to some of his creditors in Baltimore for an extension of time, shortly before those proceedings were had, and that was the first intimation I had of any difficulties in his business.

To the 7th. The terms of the compromise were that all the notes which were unpaid were to be delivered up to Mr. White. It was understood and so stated by Mr. Clarke, that some of the notes had been passed away. I do not recollect to whom; but they were to be taken up and delivered by him to Mr. White as soon as Mr. White should deliver the goods. The notes so agreed to be settled for were the notes given by Mr. White to Messrs. Clarke & Briscoe for the purchase of their stock of goods and none others.

To the 8th. I was then living with Clarke & Briscoe, and was there when the purchase was made, and the notes given. A deduction of 5 per cent. was made on the whole amount of the purchase, because he bought the whole stock, and part of it was depreciated, as is usual in such purchases. Other part of it was more depreciated, and that was taken at a valuation. I was present at the time the bargain was made, and when the 5 per cent. deduction was talked of, and nothing

was said about its being made to obtain the punctual payment of the notes; nor was any thing said about the payment of the remaining thirty per cent. at any time. And further he saith not.

To the cross interrogatories proposed on the part of the defendants, Clarke & Briscoe, he answers:

To the 1st. Mr. Clarke asked Mr. White what he could give him, and the agreement was made as I have stated. I was present and heard it.

To the 2d. I do not recollect that Mr. Clarke stated the amount of the claim Mr. White asked him; and Mr. Clarke agreed to deliver up to him the notes which were in his possession, and those which were in other persons hands, as fast as he could get them in, after receiving the goods.

To the 3d. I do not recollect that I did; nor do I recollect whether he said delivery of the goods, or settlement. I consider them the same, but do not remember the term used.

To the 4th. Mr. Clarke first required the privilege of *selecting* the amount from the store; this Mr. White would not agree to, but he did consent that Mr. Clarke should begin where he pleased, and go on taking all the goods from the shelves till the whole claim was satisfied. This was done. Among the goods were some of those purchased by Mr. White from Clarke & Briscoe. What portion I can't say. Some were new goods laid in the previous fall and spring, and some had been there a long time—many of them were remnants, principally summer goods—but they did not embrace all, or nearly all, of those purchased by Mr. White from Clarke & Briscoe. Mr. Clarke took all the goods on one side of the store, and these not being sufficient, he went up stairs. The greater portion of the old goods were packed up in a single box up stairs, and the new goods were also up stairs; and there he continued to take the goods until his claim was satisfied. I know that portion of the goods; how many, I cant say, were returned to Messrs. Clarke & Briscoe at a lower price than they were purchased from them, and do not know that any were charged higher.

To the 5th. It was after the Baltimore creditors came down, and about the last week in December.

To the 6th. Some of the notes were demanded of Mr. Clarke by Mr. White before all the goods were delivered and after the delivery had commenced; and Mr. Clarke replied, "Mr. White, if you will act honorably by me I will act honorably by you."

To the 7th. The goods returned at a lower price were those which had become depreciated.

To the 8th. Mr. Wildman never has been connected in business with Mr. White. And further he saith not.

James L. White's deposition.

James L. White, a witness produced by complainant, to the first interrogatory proposed to him on the part of the plaintiff, answers:

To the 1st. I do. I was employed as a clerk by complainant from 1827 until April, 1835.

To the 2d. I do. The claim was for the original purchase made of Clarke & Briscoe by complainant in 1832, and the agreement was to pay the notes given for that purchase by giving them goods at seventy cents in the dollar, at the prices which they were marked as having cost. Mr. Clarke made the agreement. He was to commence at any part of the store he chose, and take the goods as they came, till his claim was satisfied. Some of the notes had been passed away by Clarke & Briscoe. These they were to take up, and return with the other notes to Mr. White, as soon after the goods were delivered as he could get them. There was no engagements, so far as I know, to pay the balance of thirty per cent. at any time. I was present when the bargain was made. They took the goods upon those terms, to the full amount of their claim, except one dollar and forty-one cents.

To the 3d. Mr. Clarke made the offer to compromise, and Mr. White proposed to give him seventy cents as I have stated.

To the 4th. The writing in ink is Mr. Briscoe's, one of the defendants. Mr. Clarke was in the store, and Mr. White asked him for the amount of his claim. Mr. Clarke replied, "send in your young man to my store and he will get it." Mr. White then sent Mr. Wildman into the store of Clarke & Briscoe for that purpose, and he returned with this paper, while Mr. Clarke was still in Mr. White's store, and delivered it to Mr. White; but I do not know that Mr. Clarke saw it.

To the 5th. I have already answered this.

To the 6th. I recollect it was so closed. Up to that time the store was kept open and business was done in the usual manner. There had been nothing in his conduct or conversation to excite such alarm except the protest of one of his notes, perhaps, and an application to some of his creditors for an extension of time.

To the 7th. I have already answered this.

To the 8th. In Mr. Whites'. I was there when he made the purchase, but I do not know the terms of that purchase: and further he saith not.

To the cross interogatories on the part of the defendants, Clarke & Briscoe, he answers:

To the 1st. I heard it from Mr. Clarke.

To the 2d. Mr. Clarke said he had passed away some of the notes, and some of them he still had. The paper brought in by Mr. Wildman, to which I have referred, was to shew the amount.

To the 3d. The notes were to be given up upon the delivery of the goods. He was then to give up the original notes given for the purchase in 1832.

To the 4th. There were different kinds; a general assortment, such as are usually kept in dry goods store, principally cut goods; some remnants—a very small portion of those obtained from Clarke & Briscoe—and these principally cloths; and these were at less prices than they had purchased them.

(The fifth was omitted.)

To the 6th. I do not know precisely, for I am not sure that I was present when they were demanded.

To the 7th. I do not know that they were worth *less* than when he received them; but they were certainly worth less than Clarke & Briscoe gave for them originally.

To the 8th. Mr. Wildman was never any thing more than a clerk for Mr. White: and further he saith not.

Henry B. Clarke's deposition.

On Thursday, the 25th February, at the same place, *Henry B. Clarke*, was produced on the part of the defendants, Messrs. Clarke & Briscoe; and to the interrogatory proposed to him on their part, he answers:

I was present at a conversation between Mr. White, the plaintiff, and Mr. Briscoe, one of the defendants, in the fall of 1833, about three weeks before he, White, went to New York, the first time, and made his large purchases, in which conversation they were speaking of the failure of Henry Carter, and Mr. Briscoe was regretting it, when I heard Mr. White remark to Mr. Briscoe that, "he had better be sorry for himself, for he, Mr. White, knew he, himself, was not able to pay his own debts." Mr. White appeared to me to be quite serious. What Mr. Briscoe said in reply I do not now recollect. And further he saith not.

To the cross interrogatories of plaintiff, he says: I heard Mr. Briscoe say he was fearful of losing the debt due by Mr. White to Clarke & Briscoe, but at what time I cannot say. It was before the Baltimore creditors came; but whether before or after he heard they were coming, I cannot say: and further he saith not.

On Saturday, the 27th February, being called again, by consent of parties, he answers to defendant's second interrogatory addressed to him:

I heard Mr. Briscoe express such a fear, but I cannot say when. I think it was on the same evening of the conversation I have referred to, or very shortly after that: and further he saith not.

Henry M. Morfit's deposition.

On Monday, the 29th Februrary, 1836, *Henry M. Morfit*, Esq., a witness, produced on the part of the defendants, Clarke & Briscoe, being first duly sworn according to law, in answer to the 1st interrogatory proposed on their part, says:

In September, 1834, a note for $285 41, of Mr. W. G. W. White, or an acceptance of his, was put in my hands to be recovered in behalf of Addams, Cunninghim, & Co. In pursuance of instructions received from them, suit was brought on the acceptance; subsequently Mr. White agreed to pay the whole amount of the note without interest if the suit was withdrawn. The plaintiffs in that case agreed to accept the terms on condition that Mr. White should pay all expenses. In pursuance of that understanding, Mr. White, on the 1st of November, 1834, paid me, in part, towards a final settlement, $130, and on the 6th November, he paid me $150 41, making the full amount of the acceptance of $285 41, and paid in addition to that for costs and postages, thus: postages, 76 cents; costs, $7 18; and on the

same day I remitted a draft on Chubb & Co., of New York, for the nett proceeds, being $271 14, which closed that transaction: and further he saith not.

To the cross interrogatory on the part of the plaintiff, he answers: About this time I was negotiating with Mr. White for the settlement of another claim from New York, in which he proposed to pay 70 cents in the dollar, in cash, or ninety cents in the notes for which he had sold his goods. This was communicated to Olmstead & Co., and declined by them. Before, however, any *final* settlement was made with Mr. White, he stated that it would be necessary to consult with his other creditors, probably in Baltimore, and to close some proposition then pending with them. Olmsted & Co. declining, a farther negotiation was had with Mr. White, by which he agreed to pay the whole amount of the claim, deducting interest and costs. I communicated this to the plaintiff, who objected; but on the 16th October, 1834, agreed to give up the interest, provided, Mr. White would pay principal and *costs*. Mr. White acceded to these terms and paid me on the 22d October, 1834, thus:

Whole amount of note - - - - -	$419 15
Postages - - - - - -	57
Costs in court - - - - - -	2 23
Attorney's fee - - - - - -	5 00
	$426 95

The proceeds of which being $398 20, were, on the same day, remitted to plaintiff, and that transaction closed.

I understood the offer of seventy cents in the dollar to be an unconditional offer.

I ought to say that I was informed by Olmstead & Co., while their claim was pending, that Mr. White had settled with most of the New York creditors. Something was said by Mr. White about the notes he had received in payment of goods sold by him, as the means that his creditors would have to rely upon for the payment of their demands. Perhaps Mr. White alluded in this only to the claims I had in charge, and I had but these two. The inference on my mind was this, first, that the parties whom I represented, considered the failure of Mr. White as artificial, and were determined to have nothing less than the face of their claims; and, secondly, as regards the actions of Mr. White, that he had settled, or nearly settled, with other creditors at the time of being compelled, by process, to pay the claims in my hands. The settlement with the other creditors I know nothing of, but the impression on my mind, from conversation with Mr. White, is, that it was in the nature of a compromise for less than the full amount: and further he saith not.

Edmund Cooledge's deposition.

Edmund Cooledge, a witness duly summoned and sworn on the part of Clarke & Briscoe, defendants, answers to the first interrogatory proposed on the behalf of said defendants:

I think, in the summer of the year, 1834, I presented to Mr. White, the complainant, a claim against him of Messrs. Clagett and Washington, the defendants; it was about $102 without interest; with interest, it amounted to $105 82. He said he was not able to pay it then, and I asked him for his note at sixty or ninety days. This, he declined, but offered his note at longer dates, probably a year or two, or it might have been twelve and eighteen months. This I declined on the part of Messrs. Clagett & Washington. I think Mr. White said something about paying 70 cents, which I reported to Mr. Clagett, and he refused, and said he would see Mr. White. The claim was afterwards settled. I was not present at the settlement. But some time in October, 1834, Mr. Brannan, one of Mr. White's clerks, brought to the store of Messrs. Clagett & Washington, several magistrate's judgment for the principal and interest of Mr. White's debt and one dollar and sixty-five cents over; which balance was paid to Mr. White, and his account was credited with these judgments and thus closed.

C. G. Wildman's deposition.

Cornelius G. Wildman, a witness produced on the part of the complainant, William G. W. White, having been first duly sworn according to law, answers to the interrogatories proposed to him on the part of the complainant:

To the 1st. I do know them. I was in the employment of the complainant for between two and three years, terminating on the first of January, 1834.

To the 2d. I recollect Mr. Clarke's coming into Mr. White's store and wishing to know in what way they would settle. The result of their conversation was that Mr. White should give him seventy cents in the dollar in goods for the amount of his claim. The claim was for the balance due to Clarke & Briscoe, for the purchase of a stock of goods made of them by Mr. White in 1832. The terms of the compromise were, that Mr. Clarke should commence at any part of the store where he chose, and go on taking all the goods as they came, till he got the full amount of his claim at 70 cents in the dollar, at the price which the goods were marked to have cost; Mr. Clarke was to deliver up to Mr. White the notes which remained unpaid for the purchase in 1832.

To the 3d. The first that I heard of it was what I have stated, as were also the circumstances.

To the 4th. The writing in ink is Mr. Briscoe's, one of the defendants. I do not recollect whether it was before or after, or during the time of the delivery of the goods, but I was sent by Mr. White, the complainant, into Messrs. Clarke and Briscoe's store to obtain the amount of their claim against Mr. White, and Mr. Briscoe gave me this paper to shew that amount.

To the 5th. He answers not.

To the 6th. I do recollect that the store was closed by an injunction, in the fall of the year 1833. Prior, and up to that time, there had been no change in his business or his manner of doing business,

and it was conducted as it had been all the time I was with Mr. White.

There was nothing unusual in the conversation or conduct of Mr. White, unless it might be that, in the early part of November of that year, he had applied for the renewal of some of his notes, but there was nothing indicated insolvency.

To the 7th. I understood from Mr. Clarke that some of the notes had been passed away, and were then in the hands of third persons. It was part of the agreement, that so soon as Mr. Clarke could get hold of those notes, he was to deliver them up to Mr. White.

To the 8th. I was in the employment of Mr. White, the complainant. Mr. Briscoe told me that he had sold his stock of goods to Mr. White, at a deduction of five per cent., on a credit of from one to forty-four months. A part of the stock was much depreciated, as was to be laid aside to be valued. They were laid aside, and Mr. White and Mr. Briscoe afterwards agreed upon the amount. My inference was that the deduction was made because Mr. White took the whole stock.

To the 1st. additional interrogatory on part of complainant:

Mr. White did maintain his credit and standing as a merchant up to November, 1833. His embarrassments arose from the removal of the deposites, which prevented him from getting his usual accommodations in bank.

To the 2d. His means were the proceeds of his sales and accommodations in bank, and I know also that he, from time to time, borrowed from his neighbors. I do not think these means were sufficient.

To the 3d. He paid, between those dates, $12,000 on account of his business. The paper herewith produced, marked with the initials of my name, by myself, shews the several sums paid, when and to whom paid. It also shews the quantity of goods purchased by Mr. White for 1831, 1832, and 1833. I obtained this information from the bills, notes, and invoices which were examined and kept by myself. Mr. White had, in 1833, two stores to supply, and a good deal of money to pay, and he thought by getting in a good stock of goods he could get along with more ease, and also as it was a long session of Congress, when he would probably find readier and better sales.

To the 4th. I do not know how it was with others, but with Mr. White it was sometimes the case. This is usually called surplus.

To the 5th. He usually went more than once in a season.

To the 6th. I recollect the circumstances. Mr. White was offended and wished to shew to Mr. Tiffany that he could be independent of him, and made some arrangements by which he could pay off the whole of his claim upon the terms proposed in that letter.

To the 7th. I was present when Mr. Gaither and Mr. Hall called as stated in the question. I would refer, in answer to this question, to my affidavit filed in court, in the case of Hall and others against White and Carter. Mr. White did promise to make out such statement. Such a statement could not have been made at that time in less than three or four weeks.

To the 8th. It is very well known that the pressure was very great.

To the 9th. Mr. White was in the habit of obtaining loans from the banks to meet his payments, and relied on these and the proceeds of his fall sales to meet the purchase made in the previous spring, and falling due in the fall.

To the cross interrogatories on the part of the defendants, Clarke & Briscoe, he answers:

To the 1st. I have already answered this.

To the 2d. I have already answered this.

To the 3d. While Mr. White was delivering the goods, Mr. White said to Mr. Clarke: "Mr. Clarke, I do not know but I am doing wrong in giving you the goods without the notes;" to which Mr. Clarke replied, "I will deliver up the notes to you so soon as I can get hold of them."

To the 4th. They had their choice where to begin, and they took them as they came.

To the 5th. After.

To the 6th. They were demanded after the delivery of the goods, but at what period I can't say. A.

The seventh and eighth waived by defendants.

A. I ought to state that Mr. White settled some other claims with them at par, and paid them; and I now recollect that, after this and on the 27th February, 1834, Mr. White demanded the notes embraced in the compromise and they were refused.

To the 1st. additional cross interrogatory on the part of said defendants, he answers:

If he was it was unknown to me.

To the 2d., do. I do not know that there were any goods in the third story, but there were no goods to which his creditors were denied access.

Te the 3d., do. I do not remember that any such thing occurred.

To the 4th., do. I know of none. I know nothing about it.

To the 5th., do. I always thought Mr. White was perfectly good till the time when we found money so hard to get. I thought him solvent when he went to the North to make his fall purchases, and continued to think so till we made the statement, late in the fall or early in the winter, which is filed in the case of Hall and others against White & Carter.

James T. Clarke's deposition.

James T. Clarke, a witness produced on the part of the defendants, Clarke & Briscoe, being first duly sworn according to law, in answer to the first interrogatory proposed to him on the part of said defendants, says:

I know nothing of the compromise or its terms, but while Mr. White was delivering the goods, he stopped and said he could not deliver any more because he did not know whether he would get the notes or not; and at that time Joseph S. Clarke came in, to whom he

repeated the remark; and Mr. Clarke then said, "He would get the notes in and they should be delivered to him at the settlement." I do not know what was meant by the settlement; and then we proceeded to receive the goods.

Joseph Wimsatt's deposition.

Joseph Wimsatt, a witness produced on the part of the defendants, Clarke & Briscoe, being first duly sworn according to law, in answer to the first interrogatory proposed to him on the part of the said defendants, says:

I never was agent for Mr. White. Mr. White did put some notes in my hands, but not as his agent, about the time, and I think a little after his failure. They were of small amount, and given to me collect as a friend, and because Mr. White thought I would more surely collect them than he could. During the fall in which he failed Mr. White repeatedly borrowed money from me, as I understood and believed, and still believe, to meet his own notes then falling due. And, at the time of his failure, there was a balance due to me upon those loans, to secure which he passed to me as collateral security some notes of individuals in the city: and further he saith not.

James T. Clarke being called again:

To the 2d. The paper thus presented and described, was presented to Messrs. Clarke & Briscoe by B. F. Brannan, one of the clerks of Wm. G. W. White, as the inventory of the goods delivered to them under the compromise; and I have further marked it with the initials of my name, more completely to identify it. It was delivered immediately after the delivery of the goods, to shew the amount, and that they might be examined by it.

To the 3d. I do not recollect how the request was made, nor what it was. Mr. Briscoe gave it to him as the account of the notes for the original purchase then remaining unsettled for.

To the 4th. There were a great many remnants among them, and many of them very small remnants—a great many of them, I believe, to be of the old stock, on account of their having Clarke & Briscoe's private mark upon them. Mrs. White was in the store at the time the goods were being delivered, and said "that is right, that's right, give them their old goods back again," which remark Mr. White received in his usual smiling manner.

JOS. H. BRADLEY,
Comm'r.

Amount of moneys paid by W. G. W. W. since Sept., 1833.

Amount of moneys paid by W. G. W. White since the first day of September, 1833.

Note to—Michael De Young & Co.	‡	Sept.	$102 15
Todhunter, Wiltbank, & Kelly	‡	"	137 94
John B. Stryker	‡	"	191 04

Note to—Brown, Chase, & Co.	$\frac{2}{5}$	Sept.	447 40
Robins, Tingley & Co.	$\frac{1}{5}$	"	268 22
Clarke & Briscoe	$\frac{2}{5}$	"	274 67
McClintock & Holmes	$\frac{2}{5}$	"	166 87
Thomas C. Rockhill & Co.	$\frac{2}{5}$	"	272 13
Jos. & Thos. Wood	$\frac{2}{5}$	"	272 43
Obrien, Dunbar & Co.	$\frac{2}{5}$	"	275 83
Sprogle & Place	$\frac{2}{5}$	"	113 59
Wood & Oliver	$\frac{2}{5}$	"	107 96
McClintock & Holmes	$\frac{2}{5}$	"	241 41
Wright & Winston	$\frac{3}{5}$	"	344 73
George Riston	$\frac{6}{9}$	Sept.	107 27
Paid—Curtail Patriotic Bank	$\frac{9}{12}$	"	250 00
" Note Washington do.	$\frac{7}{10}$	"	400 00
" Curtails Of'ce Dis. and Dept.	$\frac{14}{17}$	"	200 00
E. J. Pierce	$\frac{18}{21}$	"	131 78
" Curtail Bank Washington	$\frac{21}{24}$	"	50 00
			$4,355 42
" Patriotic Bank	$\frac{30}{3}$	Oct.	100 00
William Tiffany	$\frac{30}{3}$	"	127 90
See & Remington	$\frac{1}{4}$	"	308 84
Davis & Hanson	$\frac{1}{4}$	"	75 81
Obrien, Dunbar & Co.	$\frac{1}{4}$	"	525 96
Clarke & Briscoe	$\frac{2}{5}$	"	274 67
Fryer & Anderson	$\frac{2}{5}$	"	335 45
Brown, Chase & Co.	$\frac{2}{5}$	"	314 31
Robins, Tingley & Co.	$\frac{2}{5}$	"	137 07
H. Boraem & Co.	$\frac{4}{7}$	"	256 57
Robert L. Smith	$\frac{4}{7}$	"	242 30
Roach & Throcmorten	$\frac{4}{7}$	"	172 97
Wood & Oliver	$\frac{6}{9}$	"	102 72
John B. Stryker	$\frac{6}{9}$	"	447 26
Clarke & Briscoe	$\frac{3}{12}$	"	160 00
Paid—Curtail Office Dist.	$\frac{12}{15}$	"	50 00
H. Boggs	$\frac{24}{27}$	"	93 57
J. E. Foulkes	$\frac{24}{27}$	"	62 18
Stokes & Hume		"	93 39
			$8,236 39
Paid—Note Office Dis. & Dept.	$\frac{30}{3}$	Nov.	500 00
T. W. Pairo	$\frac{1}{4}$	"	102 62
Darius Clagett & Co.	$\frac{1}{4}$	"	111 41
William C. Orme	$\frac{8}{11}$	"	202 24
John Crandall	$\frac{8}{11}$	"	43 50
" Bank Washington	$\frac{10}{13}$	"	500 00
Paid—Patriotic Bank	$\frac{11}{14}$	Nov.	$250 00
Samuel Bacon, Jr.	$\frac{14}{17}$	"	148 40

Note to—Robins, Tingley & Co.	1 7 1 0	"	77 13
George Riston	2 0 2 3	"	200 82
Paid—Curtail Bank Washington	2 3 2 0	"	50 00
James Wood	2 3 2 0	"	77 88
" Bank Washington	3 0 3	Dec.	500 00
Am't of different small sums			272 00
House rent			425 00
Sundry expenses			152 61
" Curtail Branch Bank	1 6 1 0	Nov.	150 00
			'$12,000 00

Amount of goods bought in Baltimore	$11,784 80
do do " Philadelphia	13,750 79
do do " New York	8,109 05
Bought in 1833, since 1st of September,	33,644 64
Amount of goods bought before the 1st of September, 1833,	$14,212 47
Whole amount bought in the year 1833,	$47,857 11
Amount of goods bought in the year 1832,	$21,807 44
do do " of Clarke & Briscoe	12,085 48
Whole amount bought in the year 1832,	$33,892 92
Whole amount of goods bought in the year of our Lord 1831,	$28,515 10

Upon the back of which said paper is the following endorsement, to wit:

This paper was produced before me by Cornelius G. Wildman, a witness on behalf of complainant, and marked with his initials by him, in my presence, as part of his answer, to complainant's 3d additional interrogatory.

JOS. H. BRADLEY, *Comm'r.*

Letter from complainant to Messrs. Hall & Co., dated 26th Feby., 1834.

WASHINGTON, *26th Feby.*, 1834.

Messrs. HALL & Co.

GENTLEMEN: Yours of the 25th inst. is at hand, and in reply can say I am desirous to settle the whole of my Baltimore debts. I have yet to settle $19,000; and $13,000 of which is in your place. I have not lost all my friends; and they say if, provided, I can settle my old

difficulties, they would assist me in a new business; and, as I have a large family to support, makes me anxious to try and settle my old business; and as, by the proceedings of my Baltimore creditors I have been rendered insolvent, and my credit (which they admit was good up to the very date of their unwarrantable proceedings,) entirely destroyed. If you will converse with them, and they will appoint an agent who shall be duly authorized to act for them, (say yourself, if you please,) and if the agent will come on here I will make to him such a proposition as I am able to do for the final settlement of all demands. Yourselves, as well as others, who will take an impartial view of the matter, can but admit that I have been unjustly *dealt* by. If no satisfactory arrangement can be made to settle the matter, I must only await the issue of the suits, and then these will necessarily not be so much as at present, for during which time I must expend a part of what I now have for the maintainance of myself and family, and other incidental expenses. Please let me hear from you.

Very respectfully,
Your obedient servant,
W. G. W. WHITE.

Ditto, dated 5 *March*, 1834.

WASHINGTON, 5 *March*, 1834.

Messrs. HALL & Co.

GENTLEMEN: Yours of the 4th inst. is at hand, wherein you state you *will* obtain the necessary authority to settle the whole of my Baltimore debts at 50 cents to the dollar, and also remark that if you can be of any service to me in arranging the matter, you would be gratified to do so. All I have to settle my debts with are my goods, property, and some small debts which are good, and a little other personal effects, with which I believe I can satisfactorily secure that amount, say 50 cents, on a credit of twelve months average; I therefore agree to accept your proposition on the terms above mentioned. I have given my counsel an account of the new suits brought, and intended to have been brought for damages in the case, $250, with the promise of a heavy fee at their termination; and for the amount absolvtely expended in these suits, I ought to be remunerated if dismissed. My counsel and friends are firmly of opinion that the injury done me in this case is great, and are very sanguine that heavy damages can be recovered; but let me candidly assure you I have never blamed yourselves for the proceedings. Please let me hear from you by return mail. Should this proposition meet your views, appoint some day, 6 or 10 days hence, when you will meet me here, so that I may make exertions to dispose of some of my effects, to procure such paper as will be satisfactory.

Very respectfully,
Your obedient servant,
W. G. W. WHITE.

Ditto, dated 8 *March*, 1834.

WASHINGTON, 8 *March*, 1834.

MESSRS. HALL & Co.

GENT: Yours of the 7th inst. is at hand, the tenor of which differs from your last, wherein you state that if I will authorise you to offer that settlement, 50 cts. on the dollar, *you will* obtain the necessary authority to settle the whole of my Baltimore debts, leaving the inference that it should be on time, by afterwards stating that, if you could be of service in arranging the matter, you would do so. 50 cts is really more than my effects will permit unless judiciously managed; but, with the assistance of my friends here, I will secure to them that amount, say 50c. on an average credit of 8 months, or 40cts. on the dollar, cash; and if they will, all by joint or general letter, inform me, by return of mail, of their acceptance of this proposition, I will forthwith proceed to be ready for the settlement, and could with the first named proposition, be ready by the 20th of this month, or with the latter, by the first to the middle of April next. I have paid, since the first of January, in cash and paper, such as I could raise, about $4,000 to my Philada. and N. York creditors, leaving yet due them a little above $6,000, which I hope soon to be able to arrange with them at 50 cents. I am desirous to try and arrange my debts. As for me to remain idle for a 12 months or more, would be of serious consequence to my creditors, myself and family, which I would gladly avoid.

Your most ob't st.

W. G. W. WHITE.

Ditto, dated 12 *March*, 1834.

WASHINGTON, *March* 12, 1834.

MESSRS. HALL & Co.

GENT: Yours of the 11th inst. is at hand, and contents noted and duly considered. From inquiry, I find that the difficulty is much greater than I had anticipated in raising money on any terms. I then supposed that by my making a sacrifice of the difference between 50 and 40 cents, that I could raise it. In order to satisfy you that I am desirous to close the matter, I will pay 20 cts. in cash, on the first of April, and secure 30 cts. on an average credit of 8 months—which is the best possible to be done—which, together with my effects, and the assistance of my friends here, I am assured I can do. I have paid above $4,000 in cash and paper since I was reinstated; and previous to the memorable proceedings against me I had paid away the last dollar. From these circumstances I am necessarily left entirely bare of any other means than such as was named in my previous correspondence. My old friend Gaither, has by no means been the least prominent personage in producing my misfortunes, a circumstance which was entirely unexpected to me. If he will take a view of our whole dealings, he will thereby find that he has netted $7 or 8,000 by me.

Should this proposition be accepted, it's necessary that I should, by joint or general letter, be at once informed, so as to be prepared for the settlement.

Your most ob't st.

W. G. W. WHITE.

Ditto, dated 22 *March*, 1834.

WASHINGTON, 22 *March*, 1834.

MESSRS. HALL & Co.

GENT: Yours of the 18th inst. is at hand, and contents duly considered; and beg leave to refer you to the propositions contained in my letter of the 12th inst. in behalf of yourselves, and my other creditors in your place, it not being in my power to do better, nor could that offer have been made, without the assistance of my friends, and it was on their promised aid, after consultation, that the offer was made, and the great desire I had to bring the matter to a close, and shall not feel myself bound to comply after the 25th inst. In case I cannot compromise the matter, I must bring my business to a close, a circumstance which I would have gladly avoided.

Very resp't.

Your ob't st.

W. G. W. WHITE.

P. S. Please make known this proposition to all my creditors in your place.

WM. H. GREENE.

Ditto, March 25, 1834.

WASHINTON, 25*th March*, 1834.

MESSRS. HALL & Co.

GENT: Yours of the 24th inst. is at hand, and in reply, can say that *the terms therein expressed are accepted by me*, and I shall forthwith proceed to make the necessary arrangement, and expect to be ready by the time appointed, but would prefer your deferring coming on until after Thursday of the next week, as it would give me an opportunity of trying at all the banks; and should I be a little short, I flatter myself, that I shall be able to receive through your individual kindness, a little assistance; a request from you to your friend Prout (as not coming from me) to favor any proposition I may make, on Tuesday next to the office, would perhaps render me assistance, if it be understood for what purpose it is intended. Please request Mr. Gaither to send instructions to stay proceedings in his case against me.

Very resp't.

Your ob't st.

W. G. W. WHITE.

Geo. R. Gaither,	$3,507 64
Coakley, Rotchesler & Co.,	1,943 88
Hall & Co.,	1,804 52
Harrison & Brother,	1,520 12
H. Boggs,	1,208 38
Bing Harrison	1,073 20
Janney, Hopkins & Cull,	980 75
H. Higdon & Co.	464 24
Wyeth & Norris,	350 74
	$12,853 47

On the back of which letter is the following endorsement, to wit:

It was agreed by the counsel for the complainant and the defendants, Clarke & Briscoe, that these letters should be returned by me, with the commission, and read in evidence.

JOS. H. BRADLEY, *Comm'r.*

WASHINGTON, *Dec'r 30th*, 1833.

MESSRS. CLARKE & BRISCOE,

Bot. of W. G. W. White,

1	ps.	jaconet cambric	12½	20	$2 50
1	"	do. do.	15	26	3 90
1	"	do. do.	1¼	30	37
1	"	do. do.	11½	46	5 06
3	"	do. do.	42¼	50	21 13
1	"	do. do.	10¼	56	5 76
1	"	Cross bard.	2¼	33	74
2	"	do. do.	17½	34	5 95
1	"	do. do.	10	35	3 50
2	"	do. do.	19¾	40	7 90
2	"	do. do.	24¾	44	10 89
1	"	do. do.	7½	42	3 15
1	"	Hair cord.	12	38	4 56
1	"	Damask.	6¾	68	4 59
1	"	Cambric Dimity	11¼	30	3 37
2	"	do.	10	16	1 60
1	"	do.	9¼	28	2 59
2	"	do.	4	30	1 20
1	"	do.	5½	34	1 87
3	"	do.	20¾	35	7 26
3	"	do.	30¾	38	11 69
1	"	do.	11	41	4 51
2	"	do.	18½	42	7 56
1	"	do.	10¼	45	4 61
1	"	do.	8¼	47	3 88
1	"	Mull muslin	7¼	34	2 46
1	"	do. do.	8¼	33	2 72
1	"	do. do.	7	40	2 80
1	"	do. do.	4½	40	1 80

1	ps.	Mull muslin	6½	60	3 90
1	"	Swiss do.	9	30	2 70
1	"	do. do.	9½	31	2 95
1	"	do. do.	1	35	35
1	"	do. do.	8¼	45	3 71
1	"	do. do.	5¾	50	2 88
1	"	do. do.	10½	56	5 88
1	"	do. do.	8	83	6 84
					$169 13
1	ps.	fig'd swiss muslin	7¼	40	$2 90
1	"	do. do. do.	8¼	45	3 31
1	"	do. do. do.	9¼	37	3 42
1	"	do. do. do.	4¾	45	2 14
1	"	do. do. do.	3½	50	3 75
1	"	do. do. do.	4½	50	2 25
1	"	do. do. do.	9	70	6 30
1	"	do. do. do.	3¼	65	2 12
1	"	do. do. do.	8¾	30	2 63
1	"	do. do. do.	2½	28	70
2	"	curtain do.	14	60	8 40
3	"	book do.	25½	28	7 14
2	"	do. do.	8¼	32	2 64
3	"	do. do.	28½	45	12 82
1	"	do. do.	8¼	50	4 13
1	"	do. do.	8½	60	5 10
1	"	grecian welt	21	20	4 20
1	"	do. do.	4	70	2 80
1	"	do. do.	6½	85	5 53
1	"	bobbinett	2¾	60	1 65
1	"	do.	2	33	66
1	"	do.	2	1 75	3 50
1	"	do.	2½	2 00	5 00
1	"	do.	4½	1 05	4 73
1	"	bl'k do.	9	1 15	10 35
1	"	do. do.	6	75	4 50
1	"	do. do.	3	1 25	3 75
1	"	white silk	17¾	75	13 31
4		corded skirts		1 12½	4 50
4		do. do.		90	3 60
4		robes		1 00	4 00
1	doz.	white cravats		3 50	3 50
1¼	"	do. do.		3 75	4 69
7		white cravats		40	2 80
1		do. do.		24	24
5		do. do.		54	2 70
7		do. do.		48	3 36
1	ps.	col'd cambric	21½	15	3 23
1	"	bl'k valencia vesting	9	1 25	11 25

6¾	yds.	bl. valencia vesting		62½	4 21
3¼	"	buff do.		150	4 88
1¼	"	plaid do.		125	1 56
2¾	"	striped brown do.		85	2 24
4¼	"	vesting		75	3 18
8½	doz.	bed spreads		14 50	15 71
1	ps.	bed tick	39	18	7 11
1	"	do.	38	23	8 74
1	"	canton flannel	22¼	18	4 00
1	"	do.	23	21	5 83
1	"	do.	10	15	1 50
1	"	wh't jenes	27	14	3 78
1	"	do.	8½	18	1 49
1	"	vesting	8½	1	8 50
1	"	red freeze	3½	54	1 89
1	"	do.	17	55	9 35
1	"	do.	5	135	6 75
1	"	baize	2⅓	75	2 06
1	"	green flannel	30	28	8 40
1	"	bangup cord	29	30	8 92
1	"	do. do.	38	34	11 92
1	"	do.	33¾	23	7 76
1	"	do.	10¼	35	3 59
1	"	do.	52	20	10 40
1	"	do.	1⅙	35	61
1	"	do.	23⅔	22	5 17
1	"	do.	12	14	1 68
1	ps.	cantoone	39	56	12 12
2		skirts		2 25	4 50
5	yds.	vesting		1 00	5 00
3½	"	do.		35	1 23
2	"	do.		1 20	2 40
1¼	"	do.		1 25	1 56
7¼	"	do.	1 short	56	4 06
½	"	do.		70	35
8	"	do.		50	4 00
5	"	do.		48	2 40
3¾	"	do.		33	1 24
14½	"	do.		25	3 63
33¾	"	diaper		15	5 06
1	ps.	lasting	14	1 20	16 80
1	"	do.	14¼	87	12 40
1	"	do.	15¾	70	11 02
1	"	do.	10	75	7 50
2	"	5¼ sheeting	65½	20	13 10
1	"	do.	17	14½	2 47
1	"	do.	34½	12	4 14
1	"	green baize	18	1 00	18 00
2	"	bed cotton	59¾	11	6 57
3	"	do. do.	70¼	17	11 94

1	ps.	bed cotton	17¾	12½	2 17
1	"	do. do.	9¾	13	1 27
1	"	do. do.	20	15½	2 10
1	"	do. do.	16¾	15½	2 55
2	"	do. do.	59	17½	10 18
1	"	do. do.	23½	20	4 70
1	doz.	napkins		2 25	2 25
2	ps.	shirting	32	15	4 80
35½	"	plaid cotton		10	3 55
39	"	do. do.		10½	4 09
24	"	plaid cotton		10½	2 52
27½	"	do. do.		11½	8 16
13	"	do. do.		10½	1 36
41½	"	red do.		13	5 36
37	"	" do.		10½	3 88
30½	"	" do.		12½	3 81
25½	"	" do.		10	2 53
28	"	" do.		12½	3 50
40¼		check		20	8 05
34		do.		20	6 80
1	ps.	green flannel	5½	20	1 10
1	"	do. do.	22¼	36	8 01
1	"	do. do.	29	20	5 80
1	"	do. do.	41	27	11 07
1	"	wh't do.	21½	60	12 90
1	"	do. do.	24¾	44	10 89
					863 85
1	"	do. do.	21½	63	13 55
1	"	milled do.	8¼	80	6 60
1	"	do.	15¼	33	5 03
1	"	do.	3¾	20	75
1	"	do.	3½	33	1 16
1	"	do.	22¼	30	6 68
1	"	do. do.	12	60	7 20
1	"	do. do.	15½	70	10 85
1	"	do. do.	9	80	7 20
1	"	do. do.	22½	48	11 00
1	"	do. do.	27	33	8 91
1	"	do. do.	2	60	1 20
1	"	do. do.	3¼	53	1 72
1	"	do. do.	7½	55	4 13
1	"	red do.	41½	25	4 38
1	"	do. do.	9¼	32	2 96
1	"	scarlet do.	8¾	46	4 03
1	ps.	printed flannel	2	65	1 30
1	"	scarlet do.	2½	43	1 07
1		do. do.	1¾	27	47
1		do. do.	6¾	20	1 35

1	ps.	check	8¾	16	1 32
2	"	do.	50	15	7 50
6	"	do.	141	14	19 74
2	"	do.	39¾	11	4 32
1	"	do.	24½	10½	2 57
2	"	do.	48½	10	4 85
1	"	tick	15¾	12	1 83
1		do.	21	15	3 15
1		do.	18¾	10½	1 91
1		do.	41½	15	6 23
1		do.	28¾	20	5 75
1		do.	30	24	7 20
1		do.	11¾	25	2 94
1		do.	39	13	5 07
1	"	diaper	23¼	22	5 11
1	"	do.	40¾	27	11 00
1		table cover		1 15	1 15
1	ps.	diaper	39	23	8 97
2		cloaks		3 75	7 50
3		do.		4 50	13 50
2		do.		5 25	10 50
1	pr.	blankets		8 25	8 25
1	rose	do.		2 00	2 00
2	pr.	do.		2 50	5 00
1	"	do.		2 40	2 40
4	"	do.		1 75	7 00
5	"	do.		1 80	9 00
1	"	do.		2 38	2 38
1	ps.	diaper	28	20	5 60
1	"	do.	18¾	30	5 62
1	"	linsey	5	31	1 55
1	"	twilled cotton	23	12½	2 88
1	"	Kenton flannel	4¾	20	95
1	"	red do.	20¾	20	4 15
40½	yds.	oil cloth		42	17 01
1	ps.	Irish poplin	28	28	7 84
1	"	crape royal	50½	40	20 20
1	"	prin cetia	23¾	67	15 91
1	"	summer cloth	20½	1 20	24 60
1	"	angola	10¼	1 00	10 25
1	"	do.	6	1 00	6 00
1	"	do.	22¼	1 00	22 25
1	"	green lasting	5¼	1 00	5 25
1	"	bl'k do.	16¼	75	12 19
1	"	do. do.	19½	75	14 62
1	"	fig'd do.	7¾	60	4 65
1		angola	16	1 00	16 00
1		grey cassimere	10¾	2 25	24 19
1		bl'k do.	9½	1 50	14 25
1		bro. do.	6¼	2 50	15 62

1	drab	cassimere	15	2 25	33 75
1	bro.	do.	6¾	2 50	16 87
1	bl'k	do.	2¼	2 00	4 50
1	blue	do.	3	1 75	5 25
1	"	do.	3	1 50	4 50
1	"	strip'd do.	2¾	2 75	7 56
1	"	do. do.	2¾	2 75	7 56
1		do.	2¾	2 75	7 56
1		do.	2¾	2 00	5 50
1		do.	10	1 75	17 50
1		do.	9¾	2 12½	20 71
1		do.	2¾	1 50	4 12
1		do.	4½	1 25	5 63
1	ps.	bl'k do.	2¼	2 50	5 62
1	"	blue cloth	2	2 50	5 00
1	"	" do.	3¼	8 50	27 62
1	"	habit do.	12¼	3 00	36 75
1	"	" do.	3	4 75	14 25
1	"	" do.	10¼	2 75	28 19
1	"	br'wn do.	3¼	4 50	14 62
1	"	do. do.	2¼	2 50	5 63
1	"	do. do.	9¾	6 25	60 94
1	"	do. do.	4½	4 50	20 25
1	"	do. do.	5	6 00	30 00
1	"	do. do.	7¼	2 50	18 12
1	"	do. do.	6½	4 50	29 25
1	"	do. do.	9½	5 75	54 62
1	"	do. do.	18	3 75	67 80
1	"	olive do.	7½	6 50	47 12
1	"	do. do.	1¼	5 00	6 25
1	"	do. do.	6¾	5 50	37 12
1	"	do. do.	3¾	2 75	10 31
1	"	green do.	2¼	6 50	14 62
1	"	do. do.	1¼	5 50	6 88
1	"	bl'k do.	1½	4 00	6 00
1	"	do. do.	3	3 50	10 50
1	"	do. do.	2¼	5 00	11 25
1	"	do. do.	3¼	1 50	4 87
1	"	do. do.	2¾	2 50	6 88
1	"	gray do.	2½	4 50	11 25
1	"	lt. do. do.	2	5 25	10 50
1	"	drab do.	1½	4 00	6 00
5		umbrellas		3 00	15 00
1		do.		2 75	2 75
1	ps.	angola	15	1 25	18 75
1	"	do.	24	80	19 20
1	"	do.	26½	1 00	26 50
1	"	do.	14	56	8 12
1	"	bl'k cloth	6	3 50	21 00
1		blue do.	11½	7 25	83 37

2		Pittsburg cord	60¾	14	8 44
1		wh't satteen	24	30	7 20
2		buff do.	11½	48	5 40
1		striped	19½	35	6 74
1		do.	16¼	32	5 20
2		printed	31¾	46	14 61
1		do.	9	62	5 58
1		do.	10¼	28	2 87
8	ps.	jeans	184¼	18	33 17
2		crape drilling	22¼	65	14 46
2		Mexican mixt	54¾	55	30 11
1		linen bro	26¼	56	14 70
1		do.	37½	42	15 75
2		do.	76¾	23	17 66
1	ps.	blue nankeen	31	05	1 55
2	"	jeans	66¼	20	13 25
1		curtain muslin	25½	50	12 75
1		bro brochelle	21	60	12 60
2		stripe	43½	27	11 75
1		lasting	30	75	22 50
2	ps.	nankeen	31½	15	4 72
1	"	drilling	14½	50	7 25
1	"	flushing	26	1 10	28 60
6 3/16	lb.	sewing silk		6 50	40 23
43½		nankeen		16	6 96
2	ps.	do.		1 50	3 00
6	"	do.		1 00	6 00
2	"	do.		90	1 80
3	"	do.		85	2 55
3	"	do.		56	1 68
1	"	do.		75	75
					$1,826 95
5	pr.	rose blankets		1 25	6 25
1	"	blankets		1 18¾	1 19
1	ps.	stripe	37½	16	6 00
1	"	"	10½	24	2 52
1	"	"	10¾	16	1 72
1	"	blue do. nankeen	17	18	3 06
1	"	do. do. do.	3½	18	63
1	"	Pittsburg	17½	14	2 45
1	"	blue nankeen	21½	06	1 29
1	"	Mexican mixt	26	19	4 94
1	"	do. do.	41¼	20	8 25
1	"	shambre	11¾	28	3 29
1	"	angola	6½	30	1 95
1	"	Mexican mixt	6¾	18	1 22
1	"	blue M. jeans	19¾	21	4 14
1	"	do.	19	22	4 18

1	ps.	striped do.	22¼	18	4 01
1	"	satteen	6½	32	2 08
1	"	do.	13¼	30	3 97
1	"	do.	32¼	28	9 03
1	"	do.	19	38	7 22
1		wh't drilling	7¾	60	4 65
1		nankeen	14½	12	1 74
1		do.	6¾	17	1 14
1		do.	3¾	12	45
3½		drilling		40	1 40
2¾		lasting		100	2 75
2¾		angola		75	1 06
8½		romin do.		16	1 36
6¼		angola do.		60	3 75
21½		lasting		75	1 87
12¼		drilling		80	9 80
11¼		do.	2 ps.	23	2 59
5½		bro linen		28	1 54
4¼		do.		23	98
11½		do.		16	1 84
29		do.		15	4 35
20		bonnet cambric		20	6 00
4½		bang up instruction		30	1 35
1½		do.		22	33
1	ps.	angola	2¼	62	1 40
5	"	summer cloth	74¾	1 20	89 70
¾	yd.	linen drilling		70	52
1		circassian cloak		3 75	3 75
1		do.		5 25	5 25
7	pr.	blankets		80	5 60
3	ps.	bl'k handkfs		8 00	24 00
2		silk do.		90	1 80
6	yds.	fancy vesting		2 25	13 50
2	ps.	silk hdkfs		5 00	10 00
1	"	" do.		3 50	3 50
1	"	" do.		2 00	2 00
1	"	" do.		3 75	3 75
2	"	" do.		4 20	8 40
5		fancy vesting		1 75	8 75
3¼		cut velvet do.		6 00	19 50
2	ps.	satin do.	8 yds.	2 00	16 00
9½	yds.	do.		1 00	9 50
4		bro. do.		2 25	9 00
5		do. do.		1 25	6 25
1		umbrella		5 56	5 56
2		do.		5 25	10 50
4		do.		4 25	17 00
1		do.			4 00
3		do.		3 75	11 25

1		umbrella			3 25
1		do.			2 75
4		do.		2 50	10 00
26	doz.	corset laces		37½	9 75
7		do. do.		1 00	7 00
1		do. do.			1 13
2		do.		25	50
2	gro.	do.		1 12	2 25
3	doz.	cotton hose		4 00	12 00
1	"	do.			2 88
1	"	do.			2 50
4	"	do.		1 50	6 00
5	"	wt. ½ do.		90	4 50
5		mixt		1 25	6 25
6	gro.	bed binding		80	4 80
½	doz.	suspenders		1 50	1 38
1	"	do.			4 00
6		Lamb's wool drawer ea.		1 50 & 125	16 50
1		woolen gloves			2 25
4	ps.	carpet binding		87½	3 50
18		quality do.		15	2 70
32		do.		19	6 08
2	ps.	terrets		6¼	12
11	pr.	over socks		75	8 25
15	lb.	cotton balls		¾	11 25
3	"	do.		¾	2 25
12	phs.	pins		48	5 76
1	"	do.			90
1	"	do.			95
1	"	do.	ea 85 200	1 12	3 97
No. 18	6 lb	patent thread		65	3 90
" 22	19 "	do. do.		¾	14 25
" 25	7 "	do. do.		80	5 60
" 30	5 "	do. do.		95	4 75
	2 "	do. do.		1 00	2 00
" 10	26 "	do. do.		43	11 18
	1 doz.	suspenders			1 75
	1 "	do.			1 12
	3 pr.	do.		3¼	94
	2 bl'k w.	hose		2 40	4 80
	2	do.		2 50	5 00
	1	do.			3 50
	1	do.			4 25
	1	do.			5 00
	1½	do.			2 50
	1½	do.			2 50
	1	do.	3 00 & 3 50		6 50
	1	lined gloves			2 00
	½	scotch caps		5 75	2 87
	3	grecian gloves		1 00	3 00

2½	doz.	grecian gloves		13½	3 44
4		do.		56	2 24
1		do.		65	65
3		do.		70	2 10
2		do.		1 25	2 50
1		do.			1 50
2		red socks		2 25	4 50
½		milled hose		3 00	1 50
9	pr.	gloves		1 00	9 00
4½	doz.	hdkfs.		1 50	6 12
2		leghorn bonnets		1 00	2 00
2	ps.	sheeting	67½	24	16 20
1	"	petersham	4¼	3 00	12 75
1	"	do.	17¼	28½	49 60
1	ps.	green cloth	33	34	11 22
1	"	do. baize	27¾	¾	20 81
1	"	do. do.	44	55	24 20
1	"	vesting	38⅓	45	17 44
1	"	tabby velvet	27½	40	11 00
1	"	tartan plaid	55½	23	12 77
1	"	do. do.	54½	18	9 81
1	"	camblet	46	23	10 58
1	"	do.	38½	25	9 62
1	"	flannel	35	95	33 25
1	"	flushing	21	85	17 85
3	ps.	calico	97¾	09	8 80
1	"	bed spreads		1 21	1 21
1	"	do. do.		94	94
1	"	do. do.		70	70
18	yds.	wt. marseiles		35	6 30
½	"	elastic garters		1 25	62½
½	"	gum do. do.		4 50	2 25
1½	"	do.		87½	1 68
6	ps.	foundation		93	5 58
13	"	do.		50	6 50
7	"	do.		1 00	7 00
12	"	do.		32	3 84
					$978 42
12	gro.	pearl buttons		40	4 80
2	"	do. do.		1 05	2 10
2½	"	do. do.		75	1 87
1	"	do. do.			1 13
5	doz.	hooks & eyes		62½	3 12
2¾	gro.	lasting buttons		1 50	4 13
5	"	do. do.		75	3 75
1	"	do. do.		62	62
9	"	bone do.		37½	3 37
5½	"	moles		3 00	17 50
1	"	do.			1 50

7½	gro.	vest do.		75	5 88
1	"	do.			3 25
1	"	do.			3 00
2	"	do.		2 50	5 00
1	"	do.			3 25
8½	"	do.		25	2 13
1	"	do.			2 00
2	"	do.		25	50
3½	"	vest buttons		2 00	7 00
1	"	do.			2 25
1	"	do.			2 50
1	"	do.			75
33	pr.	½ hose		37½	8 38
1	ps.	ticklenbug	21¼	13	2 73
1	"	do.	14½	16	2 32
2	"	buckram	46	12	5 52
1	"	canvass	13½	21	2 84
2	"	do.	16¼	25	4 06
1	yd.	grey padding			45
9¼	"	drab do.		70	6 47
6	pr.	blankets		95	5 70
1	ps.	scoth oznaburg	60	9½	5 70
4	"	burlaps	214	11	23 54
2	"	blk cassimere	6	3 00	18 00
1	"	striped do.	14	2 00	28 00
1	"	larender do.	5½	2 25	12 37
1	"	do.	13	3 25	42 25
1	"	drab	11¼	2 25	25 31
8½	yds.	morean		25	2 12½
7¾	"	red cassimere		95	7 36
2½	"	green cloth		6 50	16 25
1⅝	"	blk do.		5 00	8 12
4	yds.	blk do.		2 25	9 00
2¼	"	do. do.		3 00	6 75
4¼	"	do. do.		10 00	42 50
1½	"	grey do.		3 25	4 88
1½	"	blue do.		8 00	12 00
6	"	pelisse do.		3 25	19 50
1	"	blk do.		3 00	3 00
2⅜	"	blue do.		7 25	17 22
6½	"	grey do.		3 88	25 22
3¾	"	blue do.		7 25	27 18
1¼	"	brown do.		5 00	6 25
3	"	belgian do.		7 50	22 50
4¼	"	do. do.		7 25	30 81
4	"	do. do.		7 50	30 00
2¾	"	do. do.		7 50	20 62
16¼	"	adelaide do.		6 00	95 50
3	ps.	goat's hair camblet	50	1 20	62 00
1	"	blue do.	34½	1 25	43 12

4½	ps.	striped cassinet		1 20	5 40
1	"	blk ruttinett	27	1 35	9 45
1	"	blue do.	24¼	47	9 70
1	"	drab do.	22	45	9 90
2	"	brown do.	20¼	47	9 52
1	"	scarlet do.	18½	47	8 70
1	"	striped lasting	17¼	25	4 31
2	"	blue cloth		4 50	9 00
4¾	"	do. do.		2 50	11 88
8¼	"	do. do.		5 75	47 44
9¾	"	do. do.		3 10	30 22
7¾	"	do. do.		6 75	52 31
8½	"	do. do.		3 25	27 63
3¾	"	do. do.		4 50	15 38
3	"	do. do.		5 50	16 50
2	yds.	cloth		2 40	4 80
5¼	"	do.		6 50	32 12
					1,091 20
6½	"	do.		2 75	17 88
12	"	do.		2 75	33 00
3	"	do.		8 50	25 50
4¾	"	do.		6 75	32 06
5½	"	do.		5 50	30 25
12	"	terry silk		3 50	42 00
4½	"	do. do.		2 25	10 12
1½	"	do. do.		1 37	2 05
					$1,284 06

$863 85
978 42
1,826 95
1,284 06

4,953 28

4	ps.	Burlaps	81¾	13½	11 03
15		stocks		37½	5 63
10		do.		56	5 60
1		do.			65
5		do.		50	2 50
3		do.		75	2 25
1		do.			50
5		do.		85	4 25
5		do.		75	3 75
1		do.			88
2		do.		62	1 25
1		do.			1 25
2		do.		1 37½	2 75

2	stocks		100	2 00
1	do.			1 12
9	do.		1 17	10 53
7	do.		1 50	10 50
19¾	yds. plaid.	linsey	33	6 52
29¼	do.		33	9 65
22¼	yds. cassinet		85	18 91
1	milled hose.			6 25
				$107 77

This paper was produced before me by James T. Clarke, marked by him with his initials, and referred to as such description in his answer to defendant's, Clarke & Briscoe, interrogatory.

JOS. H. BRADLEY, *Comm'r.*

Compl't's amended bill of comp't.

Thereupon, the complainant, by his solicitor aforesaid, filed in court here, the following amended bill and exhibit:

To the honorable the judges of the circuit court of the District of Columbia, sitting in Washington county:

The amended bill of complaint of William G. W. White, shews to your honors that, since the filing of the original bill of complaint in this cause, the said Clagett & Washington, to whom the said defendants, Clarke & Briscoe, had negotiated and passed the promissory notes mentioned in the said, as falling due at 19, 20, & 21 months, after the date thereof, instituted suits on the common law side of your honorable court against your orator, and by the judgment of your honorable court recovered judgment on the said notes against your orator, for the amount of the said notes and interest thereon, and cost of suit, making, inclusive of the defendant's cost, the full sum of one thousand eighty-three dollars fifty-five cents, current money; which said sum of money your orator has been obliged to pay to the said Clagett & Washington. A short copy of the said judgments are herewith filed as part of this amended bill. Your orator prays that the said Clarke & Briscoe may further answer the matters herein stated, and that your honors would decree the said defendants, Clarke & Briscoe, to pay to your orator the said sum of money, or bring the same into this court, to be paid to your orator, and grant your orator such other relief as his case may require: He will pray.

JNO. MARBURY,
For the com'pt.

Short copies of judgment referred to in amended bill.

CIRCUIT COURT, *Washington county:*

CLAGETT & WASHINGTON, vs. WILLIAM G. W. WHITE. — March term, 1835, 13th April. Judgment for $600, damages and costs. Damages to be released on payment of $274 61, with interest from 5th March, 1834, till paid. Costs $12 04—protest $1 75.

Satisfied pr. attorney's order, 6th January, 1836.

W. BRENT, *cl'k.*

CLAGETT & WASHINGTON vs. WILLIAM G. W. WHITE. — March term, 1835, 13th April. Judgment for $600, damages and costs. Damages to be released on payment of $274 67 with interest, from 5th February, 1834, till paid. Costs $12 04—protest $1 75.

Satisfied pr. attorney's order, 31 May, 1837.

Test: W. BRENT, *cl'k.*

DARIUS CLAGETT vs. WILLIAM G. W. WHITE. — November term, 1835, 31st Dec. Judgment for $500, damages and costs. Damages to be released on payment of $274 67, with interest, from 5th April, 1834, till paid. Costs $12 04—protest $1 75.

Satisfied pr. attorney's order, 30th May, 1837.

W. BRENT, *cl'k.*

Judgment	$274 61
Interest from 5th March, 1834, to 30th May, 1837	53 30
Protest	1 75
Court cost	12 04
do. vs. Clarke & Briscoe	12 90
Judgment	274 67
Int. from 5th February, 1834, to 30th May, 1837,	54 67
Protest	1 75
Court cost	12 04
do vs. Clarke & Briscoe	12 90
Judgment	274 67
Interest from 5th April, 1834, to 30th May, 1837,	51 94
Protest	1 75
Court cost	12 04
do. vs. Clarke & Briscoe	12 90
	1,063 93
Defendants costs in these cases within	19 62
	$1,083 55

Defendant's answer to amended bill.

And the defendants by their solicitor, filed in court here the following answer, agreement, and exhibit:

Answer of the said defendants to the foregoing amended bill, &c.

These defendants, for answer to the said amended bill, &c., saving and reserving, &c., &c., say they admit the facts therein stated: and these defendants further, by leave of the court, and consent of parties, by way of amendment to their answer to the said original bill, further says that the property described in the fraudulent trust-deed, referred to in said original answer, was purchased by the complainant at the public sale mentioned in the recitals of said deed, in his own name, and for his own account, and was paid for out of his own funds; that such sale took place several years before the execution of said deed, viz: on the day of , in the year . That the terms of said sale were so far consulted before the execution of said deed; that the possession of said lot was delivered over to complainant immediately after the sale, and has remained in his possession ever since; and that he, the complainant, between the time of such sale, and the execution of said deed had fully complied with the terms of sale on his part, by paying to the trustee, J. A. Smith, therein named, all the purchase money, and interest; that at the time the possession of the said lot was so delivered to complainant, it was a mere vacant lot, naked of any building or improvement; that in the interval of time between such sale with delivery of possession, and the execution of said deed, the complainant had erected on the said lot extensive and costly improvements, consisting of one or more dwelling houses, with offices, out-horses, and enclosures, at a cost and expense of from 6,000 to 8,000 dollars, all out of his personal private funds; and that all of the said buildings and improvements were intended by complainant to be settled upon the trusts declared in said deed, together with the original lot of ground so purchased by him, as aforesaid; these defendants, as before, pray to be hence dismissed witd their costs, &c.

JONES & HOBAN, *far deft's.*

Mem.—By consent of parties the foregoing answer and amended answer, is received and admitted to have the same effect as if regularly sworn, to, &c. It is further agreed that the record of the deed mentioned in the foregoing answer, as recorded in the land-record book, No. 40, p. 481, be deemed and taken as a regular exhibit with said answer, and as filed and verified in this cause: also, that the affidavit of John A. Smith, the grantor in said deed named, be taken upon interrogatories and filed as evidence on the part of said defendants.

JNO. MARBURY,
for compl't's.
JONES & HOBAN,
for deft's.

Deed trust from J. A. Smith to James L. White..

Deed referred to in the foregoing answer and agreement:

JOHN A. SMITH to JAMES L. WHITE. } Conveyance in trust. Recorded 13th July, 1832.

This indenture, made the fourteenth day of January, in the year one thousand eight hundred and thirty-two, between John A. Smith, of the county of Washington, in the District of Columbia, of the first part, William G. W. White, of the city of Washington, of the second part, James L. White, of the same place, of the third part, and Mary Catharine, William Henry, and Thomas Jefferson White, children of the said William G. W. White, of the fourth part: Whereas, the said John A. Smith was, on the sixteenth day of June, eighteen hundred and twenty eight, appointed trustee of Daniel Brent, under the insolvent act of the District of Columbia, and by order of the honorable William Cranch, sold the real estate of the said Daniel Brent, which had been conveyed to him as such trustee, at which sale the said William G. W. White became the purchaser of the lot of ground hereinafter described and conveyed, at the sum of fifteen hundred and thirty-two dollars and thirty-four cents, the whole of which the said William G. W. White hath paid to the said John A. Smith, and hath become entitled to a conveyance thereof: And whereas the said William G. W. White being desirous of having the said lot and hereditaments settled upon his children, hath requested the said John A. Smith to convey the same unto the said James L. White, upon the trusts, and for the purposes hereinafter expressed and declared of and concerning the same. This indenture, therefore, witnesseth that in pursuance of such sale, and in consideration of the said sum of fifteen hundred and thirty-two dollars and thirty-four cents, having been paid by the said William G. W. White to the said John A. Smith, trustee, as aforesaid, and also in consideration of the sum of one dollar, current money of the United States, in hand paid to the said John A. Smith by the said James L. White before the execution of these presents, the receipt whereof is hereby acknowledged, he, the said John A. Smith (at the request, and by the direction and appointment of the said William G. W. White, testified by his being a party to and executing these presents) hath granted, bargained, sold, aliened, released, and conveyed, and by these presents (at such request, and by such direction and appointment as aforesaid,) doth grant, bargain, sell, alien, release, and convey, unto the said James L. White, his heirs and assigns, all that the said lot, piece or parcel of ground, situate and being in the said city of Washington, and known and distinguished on the plan of the said city, by the number thirteen, in square number five hundred and thirty-three, being part of the real estate of the said Daniel Brent, which became vested in the said John A. Smith, trustee, as aforesaid, and being the same lot that was purchased by the said William G. W. White, as above recited; together

with all and singular the messuage or tenement buildings, improvements, rights, members, and appurtenances, whatsoever, to the said lot, piece, or parcel of ground belonging, and all the estate, right, title, and interest, of the said John A. Smith, therein and thereto at law, or in equity, to have and to hold the said lot, piece or parcel of ground, buildings, improvements, and hereditaments hereinbefore described, and every part thereof, with the appurtenances unto and to the use of the said James L. White, his heirs and assigns, nevertheless, upon the trusts, and for the purposes hereinafter declared of and concerning the same, that is to say, in trust for the said Mary Catharine White, William Henry White, and Thomas Jefferson White, the three present children of the said William G. W. White, their heirs and assigns, forever, as tenants in common, and not as joint tenants: Provided, always, nevertheless, and it is hereby declared that at any time prior to the youngest of the said children attaining the age of twenty-one years, it shall and may be lawful to and for the said William G. W. White from time to time, by deed or writing, under his hand and seal, to change the trusts hereby united, and to declare other and new trusts to and in favor of his said several children above named, or any of them, and any other child or children he may have born to him prior to the said period above named, and in such shares as he shall think proper, and to take effect at such time or times, and upon such conditions and contingencies as he shall think proper to declare, limit, and appoint. And the said John A. Smith doth hereby for himself, his heirs, executors, and administrators, covenant and declare to and with the said James L. White, his heirs and assigns, that he, the said John. A. Smith, hath not done any act whatsoever, to encumber the said premises, or any part thereof; and that he and his heirs shall and will, at any time or times hereafter, do any further act, deed, matter, or thing, for better conveying the said premises, as aforesaid, at the cost of the party requiring the same.

In witness whereof, the said John A. Smith and William G. W. White hath hereunto set their hands and seals the day and year first above written.

JNO. A. SMITH, [L. S.]
W. G. W. WHITE, [L. S.]

Signed, sealed, and delivered in the presence of
WILLIAM PRENTISS,
E. DYER.

DISTRICT OF COLUMBIA, *Washington county, to wit:*

On this fourteenth day of February, one thousand eight hundred and thirty-two, John A. Smith appears personally before the subscriber, assistant judge of the circuit court of the District of Columbia, and acknowledges the aforegoing instrument to be his act and deed for the purposes therein expressed.

Taken and certified by and before

J. S. MORSELL.

W. G. W. White, compl't
vs.
Clarke & Briscoe, deft's
} In chancery.

Interrogatories on the part of defendants to John A. Smith, a witness examined by consent, in the above cause; and his answers to such interrogatories before any justice of the peace, or in open court, to be read by consent of parties, as evidence in the above cause:

1. Do you know the parties to the above cause, and how long have you known them? and what has been their trade and line of business since you knew them?

Look at the deed or indenture, dated 14th January, 1832, between John A. Smith, of the first part, Wm. G. W. White, of the second part, Jas. L. White, of the third part, and Mary Catharine White, and others, children of said Wm. G, W. White, of the fourth part, as recorded in the book of land-records, No. 40, pp. 481, 482, 483, and 484, and as made an exhibit to defendant's answer, and say whether you be the party of the first therein named, the complainant, the second party therein named, and what relation the party of the third part therein named, bears to complainant, and his age, at the time of the execution of said deed.

3d. Were the children of the complainant therein named, as of the fourth part, infants or adults, at the time of the execution of said deed? and what do you believe is the age of the oldest of them at that time?

4. At or about what time did the sale recited in said deed take place, and upon what terms? and was the lot of ground therein described, sold at auction by you, and bid out to complainant as the best bidder, or was it sold by you to him by private contract?

5. What was the condition of said lot at the time it was so sold? Was it an open vacant lot, or were any buildings or improvements of any kind thereon at that time, and of what description and value?

6. Did the complainant duly comply with the terms of said sale, and pay you the purchase money for said lot? and did he give his own notes or other securities for the purchase money, or any part?

7. Did he take possession of the lot immediately after said sale, or when?

8. Did he go on in the interval of time between the said sale and the execution of said deed, to erect buildings and improvements on said lot? Describe the same, and say what, according to the best of your judgment and belief, was the cost of the buildings and improvements erected by complainant on said lot after he first purchased the same of you, and before the execution of said deed, or since.

9. Did he originally purchase the lot in his own name and as on his own account?

10. Did he at the time or times when he made the said purchase, or when he paid to you the purchase money, or any part thereof, or when he gave his notes or other securities for the purchase money, or at any time before he called on you to execute the said deed set-

tling said property on his children, ever inform you that he was about to make, or had made, such purchase on any trust, or for any use but his own, or out of any funds but his own? and how long before the execution of said deed were you first informed of any purpose to settle the said property on his children?

11. Did the said James L. White, or any other person on behalf of said children, have any thing to say with you in the said bargain, or pay you any part of the purchase money? Was the said deed executed by the sole directions of the complainant?

12. Was the said deed actually executed on the day of its date, or when?

13. When was it first brought to the clerk's office and there deposited for record?

John A. Smith' s deposition.

Answers of John A. Smith to the aforegoing and annexed interrogatories.

To the first. I am acquainted with Mr. Wm. G. W. White, the complainant, and Messrs. Clarke & Briscoe, the defendants. I have known them for six or eight years, and upwards; and during the whole of the time they were concerned in business as merchants, on Pennsylvania avenue.

To the second. I am the party of the first part, as therein named, and the complainant in the cause in which this deposition is taken; and the Wm. G. W. White referred to in the interrogatory, as of the second part, are one and the same person. James L. White referred to, as party of the third part, is, I am informed, and believe, the brother of Wm. G. W. White, and was, at the time of the execution of the deed, about 17 or 18 years of age.

To the third. The children of the complainant referred to, as parties of the fourth part in the deed, were infants; the eldest, Mr. White has informed me, was, at the date of the deed, about 5 or 6 years of age.

To the fourth. The sale took place in the winter or spring of 1829, and was sold on a credit of 1, 2, and 3 years. The lot was sold at auction, and I got the best possible price for it, and was sold to complainant. I acted as trustee, and had no power to sell by private contract.

To the fifth. It was a vacant lot.

To the sixth. The complainant did comply with the terms of the sale; he gave his own notes with an endorser, and were paid at maturity.

To the seventh. He took possession of the lot immediately after he bought it.

To the eighth. Soon after getting the lot, he commenced building his house and making other improvements on it; all of which were I believe, completed before the execution of the deed. The improvements, Mr. White says, cost him about three thousand dollars before the execution of the deed, and about 12 or 1,500 subsequently.

To the ninth. The purchase was in his own name, and I always supposed on his own account.

To the Tenth. I have no recollection of talking with Mr. White at any time, either about his children or the funds out of which he was to pay for the lot, or of ever hearing he intended to settle the property on his children until the deed was brought to me to be executed.

To the eleventh. I knew no body in the transaction, but W. G. W. White, and never heard another name coupled with it in any manner whatever. He bought the property, paid me the purchase money, and, at his request, I executed the deed as it now is.

To the twelfth. The deed was actually executed on the day it bears date.

To the thirteenth. From examination of the records of deeds for this county, I discover the deed was filed in the office for record on the thirteenth (13th) day of July, 1832.

Sworn to before me,

GEO. NAYLOR, *J. P.*

General replication.

Whereupon, the complainant by his solicitor aforesaid, by way of replication to the aforosaid answer, and amended answer says, that saving and reserving to himself all, and all manner of exceptions &c. for replication to the answer and amended answer of said defendants, says he does and will aver, maintain and prove his said bill, and amended bill, to be true and sufficient in the law, to be answered unto by said defendant, and that the answer is very uncertain, evasive and insufficient in the law to be replied by the complainant without that, that &c. And said cause with consent of the parties by their solicitors aforesaid, is set for hearing on the bills, answers, exhibits, replication, depositions, &c., for the fourth Monday of March next.

The following agreement was filed by the parties in this cause, to wit:

WILLIAM G. W. WHITE, *vs.* JOSEPH S. CLARKE, RICHARD G. BRISCOE.	Circuit Court of the District of Columbia for the county of Washington.

It is agreed between the parties in this case, to receive as evidence liable to all objections as to competency, all the papers filed in the case of Hall and others against Wm. G. W. White except the bill and answer.

JNO. MARBURY,
Plff's atty.
JAMES HOBAN,
for defi's.

Letter from comp't to Tiffany, Shaw & Co., dated 8th Feb'y, 1833.

WASHINGTON, 8 *Feb'y*, 1833.

MESSRS. TIFFANY, SHAW & Co.,

GENT: I wrote you a week ago ordering a few packages goods. The boat having arrived and not receiving the goods, nor hearing from you on the subject, I am entirely at a loss to account for your silence. Please explain by return mail, as I at least consider my letter entitled to a reply.

Very resp't,

W. G. W. WHITE.

Ditto, dated 14th Feb'y, 1833.

WASHINGTON, 14 *Feb'y*, 1833.

MESSRS. TIFFANY, SHAW & Co.

GENT: Yours of the 12th inst. is at hand declining to execute a small order from me of a previous date. I know of no just cause you can have for so doing, and ask as a favor of you to communicate any information you have received unfavorable, and from whom. If you do not feel free to do it otherwise, please do so confidential, as I am persuaded I have been by some malicious person misrepresented. If your communication shall be confidential, and not allow me any other satisfaction, twill at least give an opportunity of explaining to you; and, in conclusion, can say if you feel uneasy about what I owe you, and will take off 1½ per ct. pr. month (which is less than my surplus funds are now worth to me) and send me a statement of your claim I will pay it in cash.

Respectfully, yours,

W. G. W. WHITE.

Ditto to Hart & Co. 30th Octo., 1833.

WASHINGTON, 30 *Oct.*, 1833.

MESSRS. A. HART & Co.

Above you have my note for the am't of one due you on 25 Nov., which you will please have discte'd, and send me a check on our place for the nett am't or an order to withdraw it. It should not be asked if it could be prevented; but our banks will not do one dollar, and press hard for what is due them. This favor is the first I have asked and hope it will be cheerfully granted. Fall trade has not commenced, and no money can be had.

Very resp't,

W. G. W. WHITE.

Ditto, to Tiffany & Co., 16 *Sept.* 1833.

WASHINGTON, 15 *Sept.*, 1833.

MESSRS. W. TIFFANY & Co.

GENT: Your note was duly rec'd, which I found on my return, and must say I am a little surprised at its contents. With me it is of but little importance of whom I buy my goods, as its but a certain am't I can sell, and 'twould not have been any disappointment to me had I have known it before my return. The case calicoes, *brow* goods and pen't plaids I am without. If you think proper to send them on the usual terms, you can do so. Security, I shall offer none; but if you will allow me what my surplus funds are worth to me, you can have the amount I owe you.

Resp't,

W. G. W. WHITE.

Ditto, 14 *Nov.* 1833.

WASHINGTON, 14 *Nov.* 1833.

MESSRS. W. TIFFANY & Co.,

GENT: Above you have my note for the am't of one due $\frac{12}{15}$ inst., with in't added, which I must ask the favor of you to have disct'd and send me a df't on our place for the avails, or an order to withdraw the note. My fall sales has not as yet commenced, nor can I get a dollar from banks, and they are calling for what I owe them $\frac{1}{3}$ to $\frac{1}{2}$ at a time, which is as much as I can possibly raise; under those circumstances, and this being the first time, I hope you will cheerfully grant the request.

Very resp't,

W. G. W. WHITE.

Ditto, 16*th Nov.*, 1833.

WASHINGTON, 16*th Nov.*, 1833.

MESSRS. W. TIFFANY & Co.

GENT: Yours of the 15th inst. is at hand returning the note sent you. I cannot do better than I offered. Three months is not very long for you to wait for the am't of your note. The revival of trade, and change of times, will enable me to pay at that time. This will be a sacrifice of credit, which I had hoped you would have prevented; but if it is your desire, so be it, I cannot prevent it. It appears you are determined to be hostile towards me, and for what reason I know not. A protest is inevitable unless you prevent it.

Yours, &c.,

W. G. W. WHITE.

Ditto to Hall & Co., 21 *Nov.*, 1833.

WASHINGTON, 21 *Nov'r.*, 1833.

MESSRS. HALL & CO.

GENT: Yours of 20th is at hand. I sincerely regret that I was not able to meet the note in question, and am sorry my first letter did not reach you in time; and in reply to your interrogatories, respecting my situation, can only say, that my payments this month, and December, are very heavy, and not having been able to receive that assistance from banks, which I have been accustomed to, when my fall or spring payments became due, cannot do better than ask my friends to assist me a little. I bought a good stock of goods this fall, in hopes to have realized funds from them to meet my payments; but it has been really more dull than in August, but hope the revival of trade which is looked for, will prevent my asking further indulgence after December. I have in October, and this month, paid a good proportion of my bank debt. I have renewed several notes to others, and at such time, as I feel confident will be met at maturity; and if yours and Mr. Tiffany's had been renewed, would have prevented a sacrifice of credit, which I fear will operate much to my injury. I certainly am not the first here, who has had notes extended, and that too, without producing any excitement. I am, however, of opinion, that had you received my letter, you would have granted the indulgence asked.

Very respectfully,
Your obedient servant,
W. G. W. WHITE.

Ditto, to Gaither & Hall, 11 *Dec.*, 1833.

PHILADELPHIA, *Dec'r.* 11, 1833.

MESSRS. G. R. GAITHER AND A. C. HALL:

GENT: Yours of the 9th inst., was duly received, and we note its contents.

Agreeable to your request, one Mr. Fryer called on the several creditors of W. G. W. White, of Washington City, with your letter, and all that we have seen, declined signing the certificate, or coming in with the Baltimore creditors. A number of them refused doing any thing in regard to it, as their partners, or some agent was at Washington, endeavoring to obtain a settlement; and some others had placed their demands in the hands of some person in W.

Yet Mr. F. thinks, from the conversation had with the creditors to-day, that they will be willing to pay their part of the expenses, should you be able to sustain the injunction.

Respectfully,
Your obedient servant,
FRYER & ANDERSON.

Ditto from Fryer & Anderson to Comp't.

PHILADELPHIA, *December* 11*th*, 1832.

MR. W. G. W. WHITE:

DEAR SIR: Yours of the 9th was duly received, informing us of your misfortune, which we were very sorry to learn. We notice the list of creditors in this city, which Mr. Fryer has called on, agreeable to your request. At the same time, we presented a letter from the committee of the Baltimore creditors, with a certificate, desiring the creditors here, to come into their measures and pay their proportion of expense. The creditors in Philadelphia declined coming in with them. Your Baltimore friends speak very hard of you and your intentions, though we cannot believe what they allege is true, for we have been too long acquainted with you to doubt your honesty. We hope they will not be able to sustain their injunction, and that you will be able to continue on with your business.

We hope you will inform us how you get along, and what arrangements you think of making, and drop us a line occasionally, or inform our friend, T. W. Pairo.

We trust you will not let us suffer more than any of your creditors.

Yours, &c.,

FRYER & ANDERSON.

WASHINGTON COUNTY, *District of Columbia, sct.*

Cornelius G. Wildman, personally appears before me, a justice of the peace of the county aforesaid, and makes oath, that he believes the signature of "Fryer & Anderson," written to the above letter, is in the hand-writing of the said Fryer & Anderson, and their proper signature.

Sworn to this 13th Dec'r., 1833.

D. A. HALL, *J. P.*

John Y. Catlett's deposition.

The deposition of John Y. Catlett, taken at the instance of———— creditors of William G. W. White, in chancery:

This affirmant states that he was, sometime in the year 1827, engaged in the employment of the said William G. W. White as clerk for a very few days, since when he has well known the said White, and from peculiar causes, has had his attention especially directed to the business and mode of conducting the business of the said White. For several years after he was so engaged in the employ of the said White, he, this affirmant, was employed as a clerk, first, in the store of Mr. Anthony Holmead, and afterwards in the store of Mr. Gibbs, and Gibbs & Coyle, immediately adjacent to the said White, until within the last two years, when he has been himself a merchant in the City of Washington; and by these means has been enabled to form an opinion of the business, character, and standing of the said White.

This affirmant, from the observation which he has thus been

enabled to make, would not hesitate to say, that the average sales of the said White could not have exceeded thirty thousand dollars per annum. Yet the said White always seemed to be making money, and purchased real estate to a large amount. He is also credibly informed, and believes, and knows it to be the general impression of the merchants, in the neighborhood of the said White, that he has, for a long time passed, been in the habit of discounting the paper of individuals not passed to him in the way of business, and he verily believes that such hath been the fact within a short time past.

This affirmant further states, that he had occasion, during the month of November last, in company with Mr. Samuel Robinson, also a merchant in the city aforesaid, to call upon Mr. White in the hope of effecting a compromise among the creditors of Henry Carter, of whom Mr. White was supposed to be one, and then went with the said White and Robinson through the store of the said White, and was then struck with great quantity of cloths which the said White then had on hand, and so remarked to Robinson. The amount greatly exceeded what he, this affirmant, from his knowledge of the business of this city, would have been a judicious purchase. He, this affirmant, then submitted to the said White, the proposition of the creditors of the said Carter, and then requested the said White to exhibit to him his books as the other creditors had done; but the said White utterly refused to exhibit his books, or to make any statement of the state of the accounts between himself and Carter.

This affirmant has had read to him the affidavit made by A. C. Gibbs, and agrees with him, and verifies what he therein states, so far as it relates to the ordinary course of the business.

JOHN Y. CATLETT.

Subscribed and sworn to before me, this 7th day of December, 1833.

D. A. HALL, *J. P.*

Tho's. Wood's deposition.

The deposition of Thomas Wood, a merchant of the City of Philadelphia:

This deponent states, that he has known William G. W. White for several years, say about twelve, during which time the said White has been in the habit of purchasing from his house every year, and he has considered him a cautious purchaser; that, in the month of September last, the said White purchased of this deponent's house, goods to an amount exceeding $1,400. His previous purchases had never been more than from $3 to 700 at any one time. That this deponent afterwards sold him goods to the amount of between $3 and 400; about which time, this deponent renewed a note due to them by the said White, for about $300. This deponent had no hesitation in selling these goods to said White, supposing him then to be good. This deponent hath since effected a settlement with the said White for his claims, amounting to about $2,000 upon White's own statement, at

70 cents in the dollar, taking goods at cost. At this rate, judging from this statement, deponent understood the surplus, after paying all debts, would be about $3,000, exclusive of a considerable amount of debts marked bad. White was then carrying on his trade in the usual manner, disposing of his goods at retail to customers, and had already, as he said, disposed of portion of his fall purchases.

THOMAS WOOD.

Subscribed and affirmed to before me, this 7th December, 1833.

D. A. HALL, *J. P.*

Property assessed to Comp't. on the books of the Corporation of Washington, 1834.

For the year 1834, commencing 1st. January, W. G. W. White is assessed on the books of the Corporation of Washington with the following property:

Sq.	263	Lot	11	val.	$304	Impt's	$1,200
	"	"	15	"	263		
	533		13	"	1,021	Impt's 5,000	persn'l, $1,200
	534		27	"	42		
			32	"	69		
			33	"	65		
			34	"	42	Imp. 800	
	575		7	"	241	" 1,400	
	576		10	"	189		
	633		7	"	183		
	1,020		24	"	29		

Total amount, $12,028

Attest:

C. H. WILTBERGER,
1*st. Clerk Reg. Office.*

31 *March*, 1837.

Probable statement of the affairs of Compl't, 1833.

Probable statement of the affairs of W. G. W. White, 3 Dec'r., 1833:

Stock of goods in Washington - -	$17,000
do. do. " Geo. Town - -	9,500
Debts supposed all good - -	2,446
do. litttle doubtful - -	2,532
Household furniture, &c. - -	1,750
Real estate, supposed to be worth - -	4,000
Debts considered lost - -	8,665
G. Higden and E. E. Williams, supposed lost entirely, - -	1,500
	$47,583

Debts due by W. G. W. White:

In Baltimore - - -	$15,155
In Philadelphia - - -	14,416
In New York - - -	10,764
In Washington - - -	9,251
	$49,586

Ja's. L. White's depositions.

DISTRICT OF COLUMBIA, *County of Washington, sct.*

James L. White, being duly sworn, according to law, deposes and says, as follows: That G. R. Gaither, on Monday, the 2 December, inst., called at the store of William G. W. White, and then and there did interrogate said White, respecting the state of his business, and said to him, the said White, that it was the determination of his Baltimore creditors, if he did not do what they thought right, to whip and kidnap him, and take him to Baltimore, and put him, the said White, in jail. To which said White replied, that he would not suffer any man to insult him: and that the said Gaither advised the said White to settle with his Baltimore creditors in full, with goods, at cost, and settle with his Philadelphia and New York creditors as he pleasd, as he, the said Gaither, felt somewhat implicated, by having recommended him, the said White, to the Baltimore creditors. And deponent doth further state, that the said G. R. Gaither further advised said White, to include Clarke and Briscoe, of Washington, in the settlement with the Baltimore creditors, as they were large creditors; and the next day he, the said Gaither, called again, in company with C. A. Hall, and asked said White if he would not give a fair and candid statement of his business to his creditors: to which said White replied that he certainly would, but that it would require some time to do it, and as December was expected to be a busy month, and having a good deal to pay, would operate seriously to his, the said White's, injury, and would prefer doing it towards the last of the month or first of January; but they insisted on his doing so immediately, if only a rough probable statement, which said White, together with Benj. F. Brannan and myself, proceeded to make. And deponent doth further state, that the said White remarked to the said Hall, that it was probable he could take stock and prepare a statement in a week, and that the said Gaither said, he would sue the said White on the note that was then due, and asked said Hall if he intended to do the same, and then asked him, the said Hall, to go with him to see Mr. Coxe. And doth further avow, that all sales transacted in the said White's store this fall, has been made in the ordinary way and at his usual prices, and full as profitable as had been his former sales, except a part of the stock of goods purchased of Clarke & Briscoe, which would not bring cost; and have also known the said White frequently, to borrow sums of money from his neighbors for a day or

two, when he had immediate payments to make. And doth further avow, that said White did pay in bank and otherwise, in all the months of September, October, November, and to the 6th day of December, the sum of twelve thousand dollars. And the deponent doth further avow, that he is well acquainted with the hand-writing of George R. Gaither, and the letter hereunto attached, he believes to be in his own proper hand-writing.

JAMES L. WHITE.

Subscribed and sworn to before me, this 12th Dec., 1833.

D. A. HALL, *J. P.*

Letter from G. R. Gaither to Compl't., 19 *Nov.*, 1833.

BALTIMORE, *Nov.* 19*th*, 1833.

MR. WM. G. W. WHITE:

DEAR SIR: Mr. Tiffany has informed me that you have let your note to them be protested. You will please write me by return mail, and let me know what is the matter. I hope nothing is wrong: and I want to know what you want. If you only want a little aid at this time, I may be able to give it to you. Let me know fully your situation, and say what would do you. I have always thought you *was* good. I hope you are still. Your reply, by return mail, will much oblige

Your friend,

G. R. GAITHER.

B. F. Brannan's deposition.

DISTRICT OF COLUMBIA, *Washington County, sc.*

Benjamin F. Brannan, being duly sworn, according to law, deposes and says, as follows: That I have known William G. W. White for twelve months last past, and during that time, have acted as an assistant and clerk in said White's store, and was in said White's store during the last week past, and heard a conversation between said White and George R. Gaither; at which time, the said Gaither recommended and advised the said White to settle the claims of his Baltimore creditors in full, by giving them goods at cost, and recommended said White to do as he pleased with his Philadelphia and New York creditors: and deponent further states, that he heard Geo. R. Gaither insist upon said White's making a statement and exhibit to his creditors of his whole business. To which said White replied, that he would certainly do it, but that it would require time and labor, and as this month, December, was one of the most busy months in the whole year, would prefer doing it at the close of the month or beginning of January; that to stop now to do it, would interfere with his sales, and hoped this month to sell sufficient to meet the current payments of the month, as they were heavy. But the said G. R. Gaither insisted that he, the said White, should make a probable statement, which said White, together with James L. White and my-

self, proceeded to do, as near as we could at the time. After the statement, so made, was completed or finished, 'twas handed to Mr. C. A. Hall and said Gaither. The said Gaither then requested said White to let him examine or inspect his books. To which said White replied, that as he, the said Gaither, had previously held out threats in behalf of his Baltimore friends, did not know whether it would be proper to do so, and that as said White could not exactly appreciate the motive, he had declined so doing. And deponent further states, that during his acquaintance with the said White, always did and do still believe him to be a correct and honest man, and he has never seen in him, or his acts, any thing to the contrary: and doth further avow, that all sales that has come under his knowledge, in said White's store, this fall, has been made in the ordinary way and at the usual prices, full as profitable as formerly, except a part of the stock purchased of Clarke & Briscoe, which could not be sold for cost; and has also known said White frequently, to borrow sums of money from his neighbors for a day or two, when he had immediate payments to make: and deponent doth further avow, that said White did pay in banks and otherwise, with money, in the months of September, October, November, and December, the sum of twelve thousand dollars; say from the first of September to the 6th of December, inclusive: And deponent doth further state, that said White, in reply to threats and advice of the said Gaither, to settle with his Baltimore creditors, to the exclusion of his Philadelphia and New York creditors, said that he was well convinced that he had never done any thing which he considered dishonest, nor did he ever intend so to do.

BENJ. F. BRANNAN.

Subscribed and sworn to before me, this 12th Dec., 1833.

D. A. HALL, *J. P.*

Thos. Lloyd's deposition.

DISTRICT OF COLUMBIA, *Washington County, sc.*

Thomas Lloyd, being duly sworn, according to law, says: About a fortnight ago, and since the rumors of the failure of William G. W. White, I was in the store of the said William G. W. White. I think I had been sent for by him. Mr. White entered into a close and confidential conversation with me, and asked me as a friend, if I could keep a secret. I answered, probably I could, if I knew what it was. He then said to me, I want to consign or make over to you some property. I replied, I would see about it. He pressed me not to mention it to any person. Since when, I have not had any conversation with him until yesterday. He said then, he hoped I had not mentioned this matter to any one, and that I would not. I replied, I had not, although I had been asked about it, and would not, unless I was summoned. He then said, I suppose you know what it was I wanted to make over to you—it was some paper—notes of other persons. Since then I have not had any conversation with him.

Sworn to before me this 12th day of December, 1833.

B. K. MORSELL, *J. P.*

Certificate of O. C. Tiffany.

I hereby certify that W. G. W. White, of Washington, called at the store of Tiffanny, Shaw, & Co., on or about the 30th of March last, and requested to know of me, individually, what reasons the firm had for declining to execute his order for goods of the 2d. of February, previous: stating it to be his belief, that some person or persons, had been circulating reports to his prejudice, with a view, maliciously, to injure his character and business.

He gave me the strongest assurances in regard to his solvency, and the successful course of his business, and assured me, furthermore, that he almost invariably had in use an amount of surplus funds, from one to three thousand dollars, which was not required in his ordinary payments, but used in such ways as would yield the best profit.

Although he had been refused credit most explicitly in February, he called on us the September following, and laid off goods to the amount of about five hundred dollars, which were not delivered. Mr. White does not owe Tiffany, Shaw, & Co., one dollar.

O. C. TIFFANY.

BALTIMORE, *Dec. 5th.*, 1833.

G. R. Gaither's deposition.

DISTRICT OF COLUMBIA, *Washington County, to wit:*

G. R. Gaither, being duly sworn, according to law, deposes and says, as follows: I have known W. G. W. White for the last 12 or 15 years, and during part of which time, he was a clerk in my store, after that a partner in business with me, since which, I have had confidence in his integrity, and have believed him, *until September last*, from his own representations, to be making money and acquiring property. In September last, White came to Baltimore to purchase goods, and did, in fact, purchase goods from me to the amount of $238 40; and in the month of October again, he purchased goods to the amount of $796 09; at the same time he purchased goods from the merchants in Baltimore to a very considerable amount. Previous to this I believe he had uniformly purchased his largest purchases from me. On this occasion he reversed this usual practice, so much so as to excite suspicion, and induce merchants then to call on me to enquire his standing and credit, which I then supposed and represented to be good. Shortly after this, White's notes were protested and returned to Baltimore. I then wrote to him, tendering him my aid, if his embarrassments were temporary, and he would write me fully what he wanted. To this letter I received an evasive answer, which is hereto annexed; and on Monday last I came to Washington, for the purpose of seeing, advising, and aiding him, and if possible, to extricate him from his difficulties. I called on him on that day, and then told him that it was not my object to make any settlement with him for myself for what he owed me, but stated expressly that I only desired to assist him, if he was disposed to act fairly and honestly, adding, that from my former connection with him, and the representations I had made of his standing, that I felt somewhat im-

plicated. I then told him if he was solvent, I would advise him to make a fair and candid statement of his affairs, and exhibit to his creditors, and such as would not give him extension of credit. I advised him to satisfy, by returning to them their own goods at cost, for the full amount of their claims; that I would give him time to pay me, and would assist him in arranging with others, provided he would act openly, fairly, and honorably. I then asked him to let me see his books and the whole of his affairs; if, on the contrary, he was insolvent, I told him to make an assignment for the benefit of his creditors generally. To these propositions he replied, he would not make any statement, and declined to let me see his books, but must consult a friend, and would give me his answer next day. The next day I called again and urged him to do all which a fair and honest merchant should do to satisfy his creditors; and in the presence of Mr. C. H. Hall, I offered to take the labor on myself, and make out his statement for him, if he could not do it himself. He then declined making any exhibit of his affairs, and refused to let me see his books. In both of the interviews to which I have referred, I stated to him that the impressions in Baltimore were very strong against him; that the merchants there, believed he had a premeditated design to defraud them; and to satisfy them that he intended to act fairly and honorably, he ought to make this statement and exhibit. And further, that unless he did so, I would sue him immediately; but he still refused, because he said he was not ready and could not make such a statement until the end of the month.

Sworn to in open court, by G. R. Gaither, 7 Dec., 1833.

W. BRENT, *Cl'k.*

Letter from compl't to G. R. Gaither, 21 *Nov.* 1833.

WASHINGTON, 21 *Nov.*, 1833.

MR. G. R. GAITHER:

DEAR SIR: Yours of the 19th inst. is at hand; and in reply to your request, can say, that my payments this month and the next, are very heavy, and not being able to obtain from banks the aid rec'd heretofore, am compelled to ask a little assistance from my creditors. Mr. Tiffany can inform you why the note to them was protested, which was because they thought fit not to renew it. I am not the first in this place who has asked a little lenity, and why it should not as cheerfully be extended to me as well as others, I am at a loss to account for. I feel very much obliged to you for your proffered assistance, and as I have a good deal to pay in Dec'r, must ask the favor of you then to assist me, and the revival of business, which is looked for, I hope will enable me to meet my payments without further assistance; but should I in this be mistaken, can then make such propositions as will doubtless meet the views of those to whom I am indebted.

Very resp't yours,

W. G. W. WHITE.

Deposition of James T. Clarke & R. W. Scrivener.

Benj. F. Brannan stated this, the 2d day of June, 1836, in the store of Clarke, Briscoe & Co., that he wished and proposed leaving William G. W. White, October last, but White held out great inducements if he would only stay with him until the spring, and he, Brannan, believed it was with a view to the settlement of the business pending in the court between said White, and Clarke & Briscoe; and that he, White, had not treated him as he had promised. In reference to the testimony taken before the commissioners, Mr. Briscoe stated to Mr. Brannan, that he expected that there could have been questions put to him, if we had known how to put them, that would have been of service to us, in our case with White, to which Brannan replied, "If you had known how to put them, I dare say there was."

R. W. SCRIVENER.
JAMES T. CLARKE.

The above affidavit sworn to before me, this 7th day of June, 1836.

CLEMENT T. COOTE,
Justice peace, county of Washington, D. C.

Certificate of O. C. Tiffany.

I hereby certify that, on or about the 30th of March last, W. G. W. White, of Washington city, called at the store of Tiffany, Shaw & Co., and requested to know of me individually, what reasons the firm had for refusing to execute his order for goods sent them the February previous; and stated it to be his belief that some person, or persons, had been circulating reports to his prejudice, with a view maliciously to injure his character and business.

Mr. White at the same time gave me the strongest assurances in regard to his solvency, and the successful course of his busines, with a view to confirm which, he stated amongst other things, that he generally had surplus funds to the amount of from one thousand to three thousand dollars, which were not required to meet his ordinary payments for goods, but were employed in such other modes as was found most profitable.

Although Mr. White was explicitly refused credit by Tiffany, Shaw & Co., in February last, he called at the store in the course of the month of September following, and laid by goods, the amount of about five hundred dollars, which were not delivered; and at this time he is not indebted to the said firm of Tiffany, Shaw & Co., to the amount of one dollar.

OSMOND C. TIFFANY.

BALTIMORE, *December* 10, 1833.

STATE OF MARYLAND, *city of Baltimore, to wit:*

On the 10th day of Dec'r, 1833, personally appeared before me,

Osmund C. Tiffany, and made oath on the Holy Evangely of Almighty God, that the contents of the foregoing certificate subscribed by him are true.

And sworn to before

JA. B. LATIMER,
A justice of the peace, in and for the city of Baltimore.

BALTIMORE, *Dec'r* 10, 1833.

Wm. G. W. White has been in the habit of buying goods from us regularly for several years past. In the month of Sept'r he came into our house and selected a much larger quantity of goods than usual; his indifference about prices, and desire for large lots, induced us to suspect he did not intend to pay for them; added to which, we found upon enquiry from other houses, that he had bought from *them* very large quantities also, with the same carelessness about prices. We at once decided not to deliver him the goods, believing that his intentions were fraudulent.

WM. TIFFANY & CO.

STATE OF MARYLAND, *city of Baltimore, to wit:*

On the 10th day of Dec'r, 1833, personally appears before me, William Tiffany, and made oath on the Holy Evangely of Almighty God, the contents of the above statement are true.

Sworn before

JA. B. LATIMER,
A justice of the peace, in and for the city of Baltimore.

R. G. Briscoe's deposition.

DISTRICT OF COLUMBIA, *Washington county, sct.*

Richard G. Briscoe of the city of Washington, being duly sworn according to law, deposes and says, that he in connection with Joseph S. Clarke, were the endorsers on a promissory note of William G. W. White, for $274 67, which was protested for non-payment on the 5th of December inst. and retired by this deponent. On the following day the 6th, deponent called on said White, presented the note to him, and requested him to give for it goods at cost, which he refused. I remarked to him we were large creditors, and would be glad if he would show us his books, which he refused to do; and, then observing a youg man with me, he asked what he had to do with it. I said he had nothing to do with it. And Mr. White then told me to consider neither of his questions as answered. I then left the store. In the course of an hour or two he sent for me; stated that he had only sent for me, to tell me I need not be alarmed, that he was getting along pretty well with his Philadelphia creditors. He had settled yesterday and to-day, about $5,000; and the more he settled with them the better it would be for me. Deponent further says that, about six weeks since, said White loaned deponent five hundred dollars, or $5 50, for ten days or a week, at one per. cent discount,

for that time. Paid it in a check, witness thinks, on the Patriotic Bank, which was honored about a week since. Mr. White was in deponent's store. Deponent wished to know of him what he would charge for about $300 in corporation notes, which I had at the time. He said he did not know that he had as much as $300, but he would do a part of it at one per. cent. Not having occasion for the money, I did not call on him in reference to it.

Further this deponent says that, from the time that said White's note was protested until last evening, he, the said White, has been pursuing his ordinary business, his store was regularly open, and he selling as usual—that the first note of said White, on which deponent was endorser, was protested on the 5th November last.

And this deponent further says that [he] well knows that said W. G. W. White, for a long time past, and until the last six weeks has been in the frequent practice of advancing money for notes of other persons on a discount of one per cent. a week, and as much more as he could get.

Certain papers being exhibited to deponent, herewith marked No. 1, 2, 3, 4, 5, 6, and 7, and which deponent has identified with the initials of his name, he says that he is well acquainted with the hand-writing of said White, and belives said papers to be in his proper hand-writing.

RICHARD G. BRISCOE.

Subscribed and sworn to before me, this 7th December, 1833.
D. A. HALL, *J. P.*

G. Dyer's deposition.

CITY OF BALTIMORE, *9th Dec'r* 1833.

Giles Dyer being duly sworn on the Holy Evangelist of Almighty God, deposeth and saith that, somewhere in or about the years 1829 or 1830, Wm. George W. White, of the city of Washington, employed me as an assistant in his store. I found, some months after living with him, that he was guilty of violations of honesty in the transacting of his business, in consequence of which, I left his employment.

I recollect that, on one occasion, a gentleman called at the store and purchased 16 yds. domestic cotton, at 12½ cts per yard, which amounted to $2. The gentleman handed him a two dollar note and a one dollar note, making together $3, the gentleman thinking they were both one dollar notes went out of the store. W. G. W. White turned to me and said he had gotten one dollar more than the goods amounted to, and that that would help to pay expenses. I considered Wm. G. White, at that time, perfectly solvent, and not only so, but he built the house he now lives in during that time, and paid for it without any apparent inconvenience to his business.

GILES DYER.

STATE OF MARYLAND, *City of Baltimore, to wit:*

On this ninth day of December, in the year eighteen hundred and thirty-three, before me, the subscriber, one of the justices of the peace, in and for the said city, personally appeared Giles Dyer, and made oath on the holy Evangely of the Almighty God, that the matters and things contained in the within deposition are true, to the best of his knowledge and belief.

Sworn before J. L. MAGUIRE.

STATE OF MARYLAND, *Baltimore county, sct.*

I do hereby certify that James L. Maguire, gentleman, before whom, the above affidavit was made, was, at the time of so doing, a justice of the peace, in and for the city of Baltimore, duly commissioned and sworn.

In testimony whereof, I hereto set my hand and affix the seal of Baltimore county court, this 10th day of December, 1833.

THOS. KELL, *Cl'k*
Balto. coty. cot.

A. C. Gibbs's deposition.

DISTRICT OF COLUMBIA, *Washington county, ss.*

Archibald C. Gibbs being duly sworn, according to law, deposes and says, that he has been engaged in business as a merchant on the Pennsylvania avenue, in the city of Washington, since the year 1827, during the whole of which time this deponent has occupied a store in the immediate vicinity of the store of William G. W. White, and during the last four years or more their stores were next door but one to each other; that from the general knowledge deponent has of business in the said city, and from his immediate proximity to the store of said White, he believes himself qualified to form a correct judgment of the nature and extent of the business of said White. Deponent would, from this data, suppose that during the period of his knowledge of said White's business, as a merchant, his sales would amount, on an average, to about 25 or 30,000 dollars per annum. Previously to the present fall, deponent had perceived no considerable change in the amount of said White's business, but this autumn he has been struck very forcibly with the large apparent increase in the amount of his purchases. Said White has been on [to] the north, as witness thinks, three times since August, and as was understood, for the purpose of making his fall purchases; and the goods arrived to him principally in September and October. Deponent would judge from his observation that the amount of the merchandize received by said White, during the present season, is double of what it has been in any previous corresponding period of the year.

The circumstance struck deponent with surprise, particularly from the circumstance that, owing to the peculiar situation of affairs, other persons engaged in trade on the Avenue, so far as deponent knew, was reducing rather than extending his business and purchases, and

he believes such was the course which prudence and integrity would dictate. This circumstance struck him with peculiar force long before witness heard that said White had stopped payment or heard any thing of the allegations now preferred against him. It is very much the custom among the merchants on the Avenue, occasionally, to borrow money from each other for the purpose of meeting their payments, but witness never knew this to be done by Mr. White on any occasion; on the contrary, he always appeared to have command of sufficient money to meet all his demands. It is the practice universally, as deponent believes, for merchants to make their purchases at a distance—sometimes similar articles from different persons—and upon their arrival at the store to take them from the original packages in which they were received, and to distribute them in the store according to the character of the articles, without reference to the place from which they came, so that deponent believes it would be impracticable for the parties who sold them, in general, to distinguish the articles which they sold, from others of a similar character. Deponent further says that in the ordinary course of a fair business, such as that of Mr. White, a party would not be in debt more than two-thirds of the amount of his annual purchases; for instance, purchases being usually made on a credit of from 6 to 8 months, he would owe in the autumn for the whole of his fall purchases and part of those made in the preceding spring.

A. C. GIBBS.

Subscribed and sworn to before me, this 7th Dec., 1833.

D. A. HALL, *J. P.*

Wm. Prout's deposition.

DISTRICT OF COLUMBIA, *Washington county, ss.*

William Prout being duly sworn, according to law, deposes and says, that he has been engaged in mercantile business, on the Pennsylvania avenue, during the greater part of the last ten years, part of the time on the same side with Wm. G. W. White, and the residue thereof nearly opposite; that he has heard the preceding deposition of Archibald C. Gibbs read to him, and in relation to all that part of it which does not relate to the locality of Mr. Gibbs' store, and is supplied by the foregoing as relates to this witness, he entirely accords with all that Mr. Gibbs has said.

WILLIAM PROUT.

Sworn to and subscribed before me, this 7th December, 1833.

D. A. HALL, *J. P.*

Wm. Ward's deposition.

DISTRICT OF COLUMBIA, *Washington county, ss.*

William Ward being duly sworn, according to law, deposes and says, that he has been engaged in business as a merchant, in the city of Washington, for nearly thirty years; that he has transacted business in the immediate neighborhood of Wm. G. W. White, and has

always understood him to be in good circumstances and doing a full business; that this deponent transacts a business in which his sales, per annum, would amount to about $20,000. And in the conduct of this business he is indebted for his purchases in general, at this time of the year, from 8 to 15,000 dollars.

WILLIAM WARD.

Subscribed and sworn to before me, this 7th Dec., 1833.

D. A. HALL, *J. P.*

E. Sheriff's deposition.

Edwin Sheriff being duly sworn, according to law, says, that about three weeks since I happened to be in the store of William G. W. White, when a young man, who was then present, was offering a note to Mr. White to be discounted or purchased. They differed about the amount which Mr. White should give for it. It was the note of some third person—not White's or the person who was offering it. There was a considerable amount of money lying on the counter between them. I left the store before the negotiation was concluded, and do not know whether it was concluded or not. I do not know the amount of the note.

EDWIN SHERIFF.

Subscribed and sworn to before me, this 7th day of Dec., 1833.

D. A. HALL, *J. P.*

C. A. Hall's deposition.

DISTRICT OF COLUMBIA, *Washington county, ss.*

I, Carter A. Hall, being duly sworn, according to law, do say, that I was present at a conversation between George R. Gaither and William G. W. White, to which reference has been made in the affidavits of James White and —— Brannan. I heard the advice given by Mr. Gaither to Mr. White, and it was succintly as follows: to make a fair and honorable statement of his affairs; that he believed him to be good; to show this statement to his creditors and if they would not give him time, to let them have their own goods, at costs, at one hundred cents in the dollar. Mr. Gaither receiving no reply from Mr. White, then said to him, in a familiar manner, White, I feel somewhat implicated in relation to the Baltimore creditors, and I should like you to make some settlement with them, at least. You can do what you please with the others, I wash my hands of it. As for his, Mr. Gaither's, own claim, he would not and did not seek any settlement; his object was to get White to settle with others, not with himself. I did not hear a word about kidnapping or any other threat, other than that if he would not make a fair settlement, he, Gaither, would sue him immediately, on his demands.

Mr. Gaither has always said to me that his advice was to pay all his creditors alike.

Sworn to in open court 12th Dec., 1833.

W. BRENT, *Clerk.*

C. G. Wildman's deposition.

DISTRICT OF COLUMBIA, *Washington county, to wit:*

C. G. Wildman being duly sworn according to law, deposes and says as follows:

I have known W. G. W. White for two years past, during which time I have acted in said White's store as clerk and principal salesman; and during last week G. R. Gaither came to the said White's store and asked various questions concerning his business, and the state of said White's affairs, and requested said White to give him a statement of his stock of goods and accounts, to which said White replied that he would do it if he would give him time, which he intended to do about the first of January next; but if he insisted upon it he would do it as soon as possible. He, the said Gaither, told said White that unless he did settle with his Baltimore friends, they were determined to come down and kidnap him and take him on to Baltimore and whip and punish him: and doth further avow and believe that the goods purchased by the said White this fall, was with the best and purest motives, as the said White and myself had a conversation on the subject before he left home to make such purchases, and as he, the said White, had two stores to buy for, that it would be best and prudent to lay in a good and large stock, as this would be a long session of Congress, and that a good many goods would be required, as also that said White's payments were heavy, and must be met if possible; and I do believe he, the said White, had not the slightest design to defraud; and doth believe, that had his creditors extended the little aid asked for by the said White, that he would have been able to have have got through; and doth further avow that the sales made in said White's store, this fall, has been done at full as good prices as heretofore, and on his usual terms; and doth further avow and declare that, during my whole acquaintance with said White that I do not know of any thing derogatory in his dealings; and doth further avow that said White has paid since the first of September to the 6th December, the sum of $12,000, other than renewals, but for purchases previously made, and to banks in this city and otherwise; and doth further avow that said White has frequently borrowed from his neighbors for a short time, to meet his immediate payments.

C. G. WILDMAN.

Subscribed and sworn to before me, this 12th Dec., 1833.
D. A. HALL, *J. P.*

Harrison & Coakley's deposition.

DISTRICT OF COLUMBIA, *Washington county, ss.*

Benjamin Harrison and Philip H. Coakley being duly sworn according to law, depose and say that, on Friday morning, the 6th instant, they on behalf of various persons from Baltimore, of whom

Wm. G. W. White had procured large amounts of goods during the last three or four months, called on said William G. W. White for the purpose of making arrangements with him; that said White was at the time at his store, where several persons appeared occupied in purchasing goods out of said store; that deponent inquired of said White upon what terms he would arrange with the parties whom they represented. He said he would settle at sixty cents. We asked if he could not do better. To which he replied he could not, as he wished to settle with all alike. We remarked that as he professed to be desirous of settling with all alike, how it happened that he offered to settle with us at sixty cents, when he had already settled with some at seventy—which he denied having done. We replied that he had, and named the person, Mr. Thomas Wood, of Philadelphia. He then acknowledged that he had done so, and offered us the same terms. We then observed that we were not disposed to accept his offer unless he would shew us how the other 30 cents had been lost; and asked him to allow us to see his books, to see if they would shew how the other 30 cents had been lost. He objected. Said he had made a statement which he had given to Mr. Hall. We replied that we were not satisfied with that, but wished to examine his books ourselves. He declined at the time, but said he would consult a friend and give us our answer at from eleven to half-past eleven o'clock. We called at the time specified, and he said he had not been able to see his friend, but declined allowing us to see his books. We then left him.

B. HARRISON,
P. H. COAKLEY.

Subscribed and sworn to by the deponents, this 7th Dec., 1833. before me, D. A. HALL, *J. P.*

C. A. Hall personally appears before me, and makes oath according to law, that the paper hereto annexed is the original paper, and statement referred to in the foregoing deposition of B. Harrison and P. H. Coakley, and the only one he has ever received from the said William G. W. White.

C. A. HALL.

(Paper copied in page 120.)
Subscribed and sworn to before me, this 7th Dec., 1833.

D. A. HALL, *J. P.*

DISTRICT OF COLUMBIA, *Washington county, ss.*

Benjamin Harrison, Carter A. Hall, Hermanus Boggs, Edward S. Norris, being duly sworn according to law, deposes and say, that for several years past, they have made sales of merchandize to Wm. G. W. White, merchant in Washington, and that the accounts hereto annexed, will show the annual amount of said transactions; that from them it will appear, and these deponents have every reason to believe, that the same result will appear from his transactions with other persons; that the extent of the purchases made during the pre-

sent fall by said White, very far exceed the amount of his purchases in any former year, and, as these deponents believe, at least one hundred per cent. more than in any previous year.

B. HARRIS, ON
C. A. HALL,
H. BOGGS,
EDW'D S. NORRIS.

Subscribed and sworn to, by the respective deponents, (4) before me, this 7th Dec., 1833.

D. A. HALL, *J. P.*

W. A. Bradley's deposition.

DISTRICT OF COLUMBIA, *Washington county, ss.*

William A. Bradley, being duly sworn according to law, says that, during the last week, Wm. G. W. White, called on him at the Patriotic bank of Washington, and requested him to discount several notes of hand, which said White then presented, among which were three promissory notes signed by T. J. Brackenridge, the others not recollected. The deponent replied that in consequence of certain reports prejudicial to the commercial standing of said White, that his request could not be granted. White then asked the deponent to select from the notes such as he might prefer to enable him to pay the Patriotic bank the sum of about one hundred dollars, which sum his acc't was overdrawn. This proposition was accepted, and a note signed by T. J. Brackenridge for one hundred dollars was selected.

Sworn to in open court by

WM. A. BRADLEY, *7th Dec'r* 1833.

WM. BRENT, *cl'k.*

At which said fourth Monday of March, in the year 1837, being the day the said cause was set for hearing, came into court here, as well the said complainant by his solicitor, aforesaid, as the defendants by their solicitor, aforesaid, and the court made the following decree, to wit:

Decree making injunction perpetual.

WHITE *vs.* CLARKE & BRISCOE.

The bill of complaint in this cause having been dismissed as against the defendants, Clagett & Washington, and the said cause having been set for hearing on the bill of complaint, amended bill, the answers, and amended answers of the defendants, Clarke & Briscoe, the general replication, exhibits and evidence, filed in the cause, and the same having been considered by the court, it is this 10th day of June in the year 1837, ordered, adjudged and decreed, that the injunction heretofore granted by the decree, passed in this cause on the 13th day of January, in the year 1835, be, and the same is hereby made perpetual; and it is further ordered, adjudged and decreed, that the defendants, Clarke & Briscoe, without delay, bring into this court to be cancelled, the several promissory notes of the said complainant,

twenty three in number, each dated the 2d day of July, in the year 1832, and payable to the said Clarke & Briscoe, at 16, 17, 18, 22, 23, 24, 26, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43 & 44 months after the date thereof, which said notes are mentioned in the said bill of complaint and the said notes are hereby declared to be forever null and void.

And it is further adjudged and decreed, that the defendants, Clarke & Briscoe, pay to the complainant the sum of one thousand eighty-three dollars and fifty-five cents, being the amount of debt, interest and cost of suit, paid by the said complainant on three judgment obtained by Clagett & Washington, on the three promissory notes of the complainants bearing the same date and for the same sums as the notes aforesaid, and payable at 19, 20 and 21 months after date thereof, which are also mentioned in the said bill of complaint, the same having been before the maturity thereof passed by the said defendants to the said Clagett and Washington; and that the said defendants pay to the said complainant interest on the said sum of money from the date of this decree until the same be paid.

It is further ordered that the defendants, Clarke & Briscoe, pay the cost of this suit.

By order of the court.

Test: W. BRENT, *cl'k.*

10 *June*, 1837.

Appeal prayed

And thereupon the said defendants, Joseph S. Clarke & Richard G. Briscoe, by their solicitor, aforesaid, pray an appeal from the judgment and decree aforesaid, made by the court in the premises, to the Supreme Court of the United States, and to them it is granted. Whereupon they filed in court here the following appeal bond, to wit:

Appeal bond.

Know all men by these presents, that we, Joseph S. Clarke, Richard G. Briscoe, Walter Clarke and James T. Clarke, are held and firmly bound unto William G. W. White in the full and just sum of two thousand two hundred dollars, to be paid to the said William G. W. White, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly, and severally, firmly by these presents, sealed with our seals, and dated this 15th day of June, 1837.

Whereas, lately at a circuit court of the district of Columbia, sitting as a court of equity, for Washington county, in a cause wherein the said William G. W. White was complainant, and the said Joseph S. Clarke and Richard G. Briscoe were defendants, a decree was rendered against the said defendants, and they having entered an appeal to the Supreme Court of the United States:

Now, the condition of the above obligation is such, that if the said Joseph S. Clarke and Richard G. Briscoe shall prosecute their appeal